

OFFICIAL RULES NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, INCLUDING THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY WHO HAVE OR OPEN AN ACCOUNT ON FACEBOOK.COM. VOID WHERE PROHIBITED BY LAW.

1. PROMOTION PERIOD: CHERYL'S COOKIES & BROWNIES FREE COOKIE FRIDAY SWEEPSTAKES (hereinafter the "Sweepstakes") begins on 12:00 p.m. ET on August 3, 2012, and ends at 11:59 p.m. ET on December 27, 2014 (the "Promotion Period"). 2. HOW TO ENTER: Visit <http://www.facebook.com/CherylscookiesandBrownies> during the Promotion Period and completely fill out the entry form and you will be entered. Limit one entry per person. Entrants must have or open an account on Facebook.com in order to participate in the Sweepstakes. Use of computer programs and/or other automated devices to enter Sweepstakes are prohibited. Normal Internet access and usage charges imposed by your on-line service will apply. 3. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV") Two (2) Prize winners per week will each receive a Cheryl's Cookie Sampler from Cheryl's®. Total ARV of each Prize is between \$5- \$49.99 USD. Total AVR of all prizes between \$5-\$49.99 USD). 4. WINNER SELECTION: Winners will be selected on or about every following Monday in a random drawing from among all eligible entries received during the Promotion Period by a representative of Sponsor, whose decisions are final on all matters relating to this Sweepstakes. Odds of winning are dependent upon the number of eligible entries received during the Promotion Period. Prizes will be awarded and potential winners will be notified by email associated with their Facebook account. Prizes are nontransferable and no cash substitution is allowed except by the Sponsor, who reserves the right to award prizes of equal or greater value if advertised prizes are unavailable. 5. GENERAL RULES: Taxes, related to the prizes are the winners' sole responsibility, if applicable. Prize winners may be required to execute and return an affidavit of eligibility and liability/publicity release (where legal) within five (5) days of notification attempt or prize will be forfeited and an alternate winner selected. Return of any prize or prize notification as undeliverable may result in disqualification and alternate selection. Acceptance of prize constitutes permission to use winner's name, likeness, image, photo, sobriquet and biographical information for promotional purposes without further compensation except where prohibited by law. By entering, entrant accepts and agrees to be bound by these OFFICIAL RULES and winner releases Sponsor, and their subsidiaries, affiliates, directors, officers, employees, agents and all others associated with the development and execution of the Sweepstakes from any and all liability for damages, losses or injury resulting from participation in the Sweepstakes or acceptance or use of prize. Entries will be declared to be made by the authorized account. "Authorized account holder" is defined as the natural person who is assigned to the Facebook account of the entrant. Entries are subject to verification of eligibility and will be declared invalid if they are incomplete, falsified, altered or tampered with in any way. Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website; violates the OFFICIAL RULES; or acts in an unsportsmanlike, obscene or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor and its agencies are not responsible for lost, late, incomplete, misdirected or damaged entries due to internet services providers service, weather, technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Sweepstakes which may limit the ability to participate, or by any human error which may occur in the processing of the entries in this Sweepstakes. Sponsor reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including for infection by computer virus, bugs, tampering, unauthorized intervention or technical failures or corruption of any sort, and award prizes from eligible entries received prior to cancellation. Void where

prohibited or restricted by law. 6. ELIGIBILITY: This Sweepstakes is open only to legal residents of the 50 United States, including the District of Columbia, who are 18 years of age or older as of date of entry who have or open an account on Facebook.com. Employees and families of Fannie May Confections Brands, Inc. ("Sponsor") their parent company, subsidiaries, divisions, affiliates and related companies, advertising and promotion agencies, and their immediate families are ineligible. All federal, state, and local laws and regulations apply. 7. WINNERS LIST: For the name of the winners, visit the link below: <http://www.facebook.com/notes/cheryls-cookies-and-brownies/free-cookie-friday-winners/413240585400937> 8. SPONSOR & ADMINISTRATOR: The Sponsor and Administrator of this Sweepstakes is Cheryls&Co. 646 McCorkle Blvd, Westerville, Ohio 43082 9. LIMITATION OF LIABILITY: NEITHER CHERYLS&CO., THEIR AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES, OR AFFILIATED COMPANIES, AS WELL AS, THEIR ADVERTISING AND PROMOTIONAL AGENCIES SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OPPORTUNITY OR GOODWILL. IN ALL EVENTS, THE SOLE MAXIMUM LIABILITY OF SPONSOR AND ITS AFFILIATES SHALL BE LIMITED TO THE REPLACEMENT OF THE PRIZE OR THE ARV OF THE PRIZE SET FORTH HEREIN. 10. GOVERNING LAW & VENUE: THE NEW YORK COURTS (STATE & FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SAME. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND HEREBY IRREVOCABLY SUBMITS TO THE VENUE OF THOSE COURTS WITHIN THE COUNTIES OF NASSAU AND SUFFOLK COUNTY, NEW YORK. © 2013 Cheryl & Co.