

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 21 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY WHO HAVE OR OPEN AN ACCOUNT ON FACEBOOK.COM OR TWITTER.COM. VOID WHERE PROHIBITED BY LAW.

1. ENTRY PERIOD: **CHERYL'S® 2020 Create a Birthday Cookie Card Contest** (hereinafter the "Contest") begins at 12:01 AM EDT on 5/26/2020 and ends at 11:59 PM EDT on 6/5/2020 (the "Entry Period").

2. HOW TO ENTER: There are Two Ways to enter:

A) Visit the Cheryl's® Facebook page at <https://www.facebook.com/CherylsCookiesandBrownies> during the Entry Period, completely fill out the entry form and include your idea for a new Cheryl's Birthday Cookie Card design. The entry form and design idea will collectively be referred to as the "Entry."

B) Visit the Cheryl's Twitter page at <https://twitter.com/CherylsDesserts> during the Entry Period, completely fill out the entry form and include your idea for a Cheryl's Birthday Cookie Card design. The entry form and your design idea will collectively be referred to as the "Entry."

3.1 ENTRY CONTENT RESTRICTIONS:

- a. The Entry must be a design idea for a new Cheryl's Birthday Cookie Card in 125 words or less. Artwork not required;
- b. The Entry a) must be original; b) must be created exclusively by the entrant submitting the design idea; c) cannot have been previously entered into a contest or published; d) cannot not be awaiting publication nor may it be submitted for publication consideration during or after the period of this Contest; and e) The Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- c. The Entry must not disparage Sponsor or any other person or party affiliated with the Contest;
- d. We are a family friendly company so each Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libelous, or that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- e. Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where submission is created.

3.2. ADDITIONAL ENTRY TERMS & CONDITIONS. **Limit one Entry per person.** Use of computer programs and/or other automated devices to enter the Contest is prohibited. Normal Internet access and usage charges imposed by your on-line service will apply. By entering, you understand that the Sponsor has the exclusive right to use the Entry and excerpts or derivations of the Entry in product development, sale, and any advertising and promotional materials (visual, sound, print and/or electronic form),

including, but not limited to, posting Entry on its websites, blogs, social media pages and in any form of advertising. By submitting your Entry you grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Entry, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity, you hereby hold the Sponsor harmless from and against any third party claim arising from use of the Entry and waive any right to inspect or approve uses of the Entry or to be compensated for any such uses. All Entries become the exclusive property of Sponsor, and may not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor.

3.3 ELIGIBILITY: This Contest is open only to legal residents of the 50 United States who are 21 years of age or older as of date of entry who have or open an account on Facebook.com or Twitter.com. Accounts at Facebook and Twitter are free and can be opened at www.facebook.com and www.twitter.com respectfully. Professional writers/designers (meaning any person who has been paid for his/her writing/ design work), employees and families of Cheryl & Co. ("**Sponsor**") their subsidiaries, divisions, affiliates and related companies, advertising and promotion agencies, their immediate families are ineligible. Void where prohibited by law. All United States federal, state, and local laws and regulations apply.

4. CONTEST PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"): One (1) Grand prize winner will receive a \$100 Cheryl's® Gift Card (ARV of \$100 USD) and two (2) Runner-ups will each receive a \$50 Cheryl's® Gift Card (ARV of \$50 USD each). The total ARV of all prizes is \$200.00 USD.

5. VOTING. One (1) Grand Winner and two (2) runner's up will be determined from among the eligible submissions. Entries will be judged equally based on originality, creativity and suitability for marketing. In the event of a tie vote, Sponsor will make the final determination on Prize winner. Prize will be awarded and potential winners will be notified by email address provided upon entry. Prizes are nontransferable and no cash substitutions are allowed except by the Sponsor, who reserves the right to award prizes of equal or greater value if advertised prizes are unavailable

6. 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 winners release Sponsor, and their subsidiaries, affiliates, directors, officers, employees, agents and all others associated with the development and execution of the Contest from any and all liability for damages, losses or injury resulting from participation in the Contest 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 or Twitter account, Online Service provider, or other organization (e.g., business or educational institution) that is responsible for assigning e-mail/communication addresses for the Entrant associated with the submitted e-mail address. 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, the voting process or the operation of the Contest 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 Entrant or 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 Contest which may limit the ability to participate, or by any human error which may occur in the processing of the Entries in this Contest. Sponsor reserves the right to cancel, terminate or modify the Contest 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.

7. WINNERS LIST: For the names of the winners, visit

<https://www.facebook.com/CherylsCookiesandBrownies> and refer to the “Notes” section from 6/15/2020 through 7/15/2020.

8. SPONSOR & ADMINITRATOR: The Sponsor and Administrator of this Contest is Cheryl & Co, 646 McCorkle Blvd Westerville Ohio 43082

9. LIMITATION OF LIABILITY: NEITHER CHERYL & CO., THEIR AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES, OR AFFILIATED COMPANIES, AS WELL AS, THEIR ADVERTISING AND PROMOTION 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 ARV OF THE PRIZES SET FORTH HEREIN.

10. GOVERNING LAW & VENUE: THE NEW YORK COURTS (STATE & FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST 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.

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