

## Shape Your Passion Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ENTRIES RECEIVED. Message and data rates may apply.** Text **STOP** to 35350 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. If you obtain the URL via text messaging, you will receive one (1) text messages in response to your entry from an automated system. If you opt in to receive reminder text messages, you will receive approximately ten (10) text messages in response to your entry from an automated system. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, <https://privacy.nestleusa.com/>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>. You may not be able to participate by text messages through all wireless carriers.

**1. Eligibility:** Shape Your Passion Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Nestlé USA, Inc., HelloWorld, Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Nestlé USA, Inc., 800 N. Brand Blvd., Glendale, CA 91023. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on April 16, 2018 at 12:00 a.m. Eastern Time ("ET"), ends on August 20, 2018 at 11:59 p.m. ET (the "Promotion Period") and consists of a grand prize entry period (the "Grand Prize Entry Period") which coincides with the Promotion Period, and one hundred twenty-seven (127) daily entry periods (each a "Daily Entry Period"). Each Daily Entry Period is a twenty-four (24) hour period, which begins at 12:00 a.m. ET and ends at 11:59 p.m. ET.

There are also ten (10) challenge phases (each a "Challenge Phase"), and the length of each phase will vary as outlined below. There are multiple Daily Entry Periods within each Challenge phase.

Entry Period	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Challenge Phase Length
1	April 16, 2018	June 4, 2018	7 Weeks (50 days)
2	June 5, 2018	June 11, 2018	1 Week (7 days)
3	June 12, 2018	June 18, 2018	1 Week (7 days)
4	June 19, 2018	June 25, 2018	1 Week (7 days)
5	June 26, 2018	July 2, 2018	1 Week (7 days)
6	July 3, 2018	July 9, 2018	1 Week (7 days)
7	July 10, 2018	July 16, 2018	1 Week (7 days)
8	July 17, 2018	July 23, 2018	1 Week (7 days)
9	July 24, 2018	July 30, 2018	1 Week (7 days)
10	July 31, 2018	August 20, 2018	3 Weeks (21 days)
Grand Prize	April 16, 2018	August 20, 2018	18 Weeks (127 days)

Administrator's computer is the official time keeping device for this Sweepstakes.

#### 4. How to Enter:

- a. **Purchase SweeTARTS® Gummies:** During the Promotion Period, purchase SweeTARTS® gummies. Then, answer the applicable Challenge Phase's question by arranging the gummies to describe your answer and take a photo of your answer ("Submission").
- b. **Free Method of Entry:** During the Promotion Period, visit <https://www.sweetartscandy.com/shapeyourpassion> (the "Website"), click on Ways to Enter, select Print Shapes, print out the provided PDF of the gummy shapes and color in and cut out the shapes. Then, answer the applicable Challenge Phase's question by arranging the shapes to describe your answer and take a photo of your answer ("Submission").

Then, upload your Submission on Twitter, Instagram, or Online, as outlined below.

- i. **Twitter:** To participate, you must have a Twitter account. Twitter accounts are free, but subject to Twitter, Inc.'s terms of service: (<https://twitter.com/tos>). Your account settings must be set to "unprotected" and/or "public" in order for your tweets to be viewable by Sponsor and its agents. If you tweet using your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

Take the following actions to receive an entry: (1) Follow @SweeTARTSCandy on Twitter; and (2) tweet your Submission and include the hashtag #ShapeYourPassionSweepstakes and a hashtag title for your entry. Retweets will not increase the number of entries in this Sweepstakes. You automatically will receive one (1) Sweepstakes entry into the Grand Prize drawing, and one (1) Sweepstakes entry into the applicable Daily Entry Period drawing.

- ii. **Instagram:** To participate, you will need to have an Instagram account. Creating an Instagram account is free but is subject to Instagram LLC's terms: (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings must be set to "unprotected" and/or "public" in order for your post to be viewable by Sponsor and its agents.

Post your Submission and include the hashtag #ShapeYourPassionSweepstakes, and a hashtag title for your entry. You will automatically receive one (1) Sweepstakes entry into the Grand Prize drawing, and one (1) Sweepstakes entry into the applicable Daily Entry Period drawing.

- iii. **Online:** Text "SHAPE" to 35350 to obtain the Sweepstakes URL\* or simply visit <https://www.sweetartscandy.com/shapeyourpassion> (the "Website") and complete and submit the registration form including a valid email address. Then, follow the links and instructions to upload your Submission. You will automatically receive one (1) Sweepstakes entry into the Grand Prize drawing, and one (1) Sweepstakes entry into the applicable Daily Entry Period drawing. You may also opt in to receive reminder text messages that contain the latest Challenge Phase question. The opt in will be available on the Website registration form where you can follow the instructions to opt in.

**\*Message and data rates may apply.** Text **STOP** to 35350 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. Send questions to [customercare@helloworldfulfillment.com](mailto:customercare@helloworldfulfillment.com). If you obtain the URL via text messaging, you will receive one (1) text messages in response to your entry from an automated system. If you opt in to receive reminder text messages, you will receive approximately ten (10) text messages in response to your entry from an automated system. Participating carriers include: AT&T Wireless (Cingular Blue), TMobile, AT&T (Cingular Orange), Verizon Wireless, Sprint, Nextel Communications, Alltel, Bell Mobility, Fido/Microcell Connexions, Manti Tel, Nucla-Naturita Tel, Eagle Telephone System, Epic Touch, CTC Telecom, Mobi PCS, Duet IP, Farmers Mutual Telephone, All West Communications, Gold Star Communications, South Central Utah, UBET, Peoples Wireless, Pioneer Cellular, Mosaic, MTA, MobileNation\_SI\_Wireless, United Wireless, Appalachian Wireless, TELUS Mobility, Google Voice,

Chariton Valley Wireless, DTC Wireless (Advantage Cellular Systems), Pine Cellular, Syringa Wireless, Rogers Cantel Inc, Rural Cellular Corp, US Cellular Corp, WestCentral Cellular, Dobson Cellular, NTELOS, Bluegrass Cellular, Centennial Cellular Corp, Sasktel Mobility, Telcel, Telefonica, Revol, Cox Wireless, AWCC (Allied Wireless Communication Services) –former Alltel, Aliant Telecom, Northern Telephone, Cincinnati Bell, Cellular South, MTS, Boost Mobile, Virgin Mobile Canada, Telebec, Carolina West Wireless, Cricket/Leap, Appalachian Wireless, Immix Wireless, Cellcom, Virgin Mobile USA, Cellular One of East Central Illinois, GCI/Alaska Digitel, Inland Cellular, Illinois Valley, Nex-Tech, United Wireless, Claro, Movistar, Nextel Communications, Personal. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, <https://privacy.nestleusa.com/>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

Your Submission must be your original work. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in Section 5. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

**Limit:** Each entrant may enter one (1) time per day by any method of entry during the Promotion Period. Each Submission must be unique to qualify as an entry. Multiple entrants are not permitted to share the same email address or social account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Twitter accounts, Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address, Instagram account, or the Twitter account used to register will be deemed to be the entrant. The "authorized account holder" of an email address, is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

**Bonus Sweepstakes Entries:** During the Promotion Period, there are two (2) ways to earn bonus Sweepstakes entries, as outlined below.

- a. **Reverse Gummy Trivia:** Visit the Website and follow the links and instructions to answer the provided trivia questions. You will automatically receive one (1) bonus Sweepstakes entry into the Grand Prize drawing, and one (1) bonus Sweepstakes entry into the applicable Daily Entry Period drawing. **Limit:** Each entrant may receive one (1) bonus entry per Challenge Phase during the Promotion Period via this method.
- b. **Twitter Share:** Visit the Website and you will be invited to share the Sweepstakes on Twitter by clicking on the link to share a pre-populated message on Twitter. You automatically will receive one (1) bonus Sweepstakes entry into the Grand Prize drawing, and one (1) bonus Sweepstakes entry into the applicable Daily Entry Period drawing. **Limit:** Each entrant may receive one (1) bonus entry per day during the Promotion Period via this method.

**5. Sponsor's Use of Submissions:** Tweeting/Posting a Submission constitutes entrant's consent and giving Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later

developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**6. Winner Determination and Verification:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules. Daily Entry Period: Administrator will randomly select the potential Daily Entry Period winner from all eligible entries received during the applicable Daily Entry Period, within seven (7) business days following the conclusion of the applicable Daily Entry Period. Non-winning Daily Entry Period entries will not carry over into subsequent Daily Entry Period drawings. Grand Prize: Administrator will randomly select the potential Grand Prize winner, from all eligible entries received on or around August 23, 2018. The potential winners will be notified by Twitter, Instagram, email or phone after the date of random drawing. Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) of a prize valued at or over \$600 will be required to sign and return a Declaration of Compliance, Liability & Publicity Release ("Declaration") to Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed prizes equal to or less than \$25 will not be awarded. Prizes will be fulfilled 8-10 weeks after the conclusion of the Sweepstakes.

**7. Prizes:** ONE (1) GRAND PRIZE: A \$10,000 check. Approximate Retail Value ("ARV"): \$10,000. ONE HUNDRED TWENTY-SEVEN (127) FIRST PRIZES (one (1) awarded per Daily Entry Period): A \$75 gift card. Terms and conditions of gift cards apply. ARV: \$75.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or component thereof for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning an Entry Period prize depend on the number of eligible entries received during the applicable Entry Period; odds of winning a Grand Prize depend on the number of eligible entries received during the Promotion Period. TOTAL ARV OF ALL PRIZES: \$19,525. Limit: One (1) Grand Prize and one (1) First Prize per person.

**8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Twitter, Inc., Instagram LLC, Ferrara Candy Company, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the

operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) technical or human error which may occur in the awarding of Sweepstakes prizes or documentation related to the awarding of prizes, including the sending or receipt of duplicate win messages in excess of the stated number of prizes an entrant can win; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**12. Dispute Resolution:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

**13. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (<https://privacy.nestleusa.com/>) and Administrator's privacy policy (<http://www.helloworld.com/privacy-policy>).

**14. Winner List:** For a winner list, visit <http://bit.ly/2FB49rX>. The winner list will be posted after winner confirmation is complete.

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