

AIRHEADS “MYSTERY FREEZER BARS” SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, 13 YEARS OF AGE OR OVER. VOID IN PUERTO RICO AND WHERE PROHIBITED.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to The Jel Sert Company, d/b/a Jel Sert (“Sponsor”) and not to Facebook. The information you provide will be used in accordance with Sponsor’s privacy policy, available at www.jelsert.com/privacy-policy.aspx.

1) SWEEPSTAKES PERIOD. The “Airheads Mystery Flavor Bars” Sweepstakes (the “Sweepstakes”) begins Saturday, April 1, 2017 at 8:00:00 AM Eastern Daylight Time (“EDT”) and ends on Monday, July 31, 2017 at 11:59:59 PM EDT (the “Sweepstakes Period”). The Sweepstakes Period is divided into eighteen (18) weekly entry periods (each an “Entry Period”) as follows:

Entry Period	Start Date (each at 8:00:00 AM EDT)	End Date (each at 11:59:59 PM EDT)	Drawing Date (on or about)
1	April 1, 2017	April 6, 2017	April 7, 2017
2	April 8, 2017	April 13, 2017	April 14, 2017
3	April 15, 2017	April 20, 2017	April 21, 2017
4	April 22, 2017	April 27, 2017	April 28, 2017
5	April 29, 2017	May 4, 2017	May 5, 2017
6	May 6, 2017	May 11, 2017	May 12, 2017
7	May 13, 2017	May 18, 2017	May 19, 2017
8	May 20, 2017	May 25, 2017	May 26, 2017
9	May 27, 2017	June 1, 2017	June 2, 2017
10	June 3, 2017	June 8, 2017	June 9, 2017
11	June 10, 2017	June 15, 2017	June 16, 2017
12	June 17, 2017	June 22, 2017	June 23, 2017
13	June 24, 2017	June 29, 2017	June 30, 2017
14	July 1, 2017	July 6, 2017	July 7, 2017
15	July 8, 2017	July 13, 2017	July 14, 2017
16	July 15, 2017	July 20, 2017	July 21, 2017
17	July 22, 2017	July 27, 2017	July 28, 2017
18	July 29, 2017	July 31, 2017	August 1, 2017

Non-winning Entries will not roll over into subsequent Entry Period drawings. At the end of the Sweepstakes Period, a random drawing will be conducted on or about Friday, August 4, 2017 to select one (1) potential Grand Prize winner (the “Potential Grand Prize Winner”) from among all eligible Entries received during the entire Sweepstakes Period.

2) SPONSOR. This Sweepstakes is sponsored by The Jel Sert Company, Route 59 and Conde Street, West Chicago, IL 60185 (the “Sponsor”).

3) HOW TO ENTER. During an Entry Period, log into your Facebook account at www.facebook.com (or create a free account if you do not already have one), visit the Airheads Freezer Bars Facebook page at <https://www.facebook.com/AirheadsFreezerBars> (the “Website”), view the Airheads Mystery Freezer Bar

Weekly Question post for the corresponding Entry Period (the "Post"), and type in your own "comment" with a possible answer or other content as instructed in the Post to receive one (1) entry into the corresponding Entry Period and one (1) entry into the drawing for the Grand Prize (collectively an "Entry"). **Entry content will not be judged. Entries without the required entry text, as specified in the corresponding Post, will not be considered eligible Entries. Only one (1) Entry per person/email address/Facebook account per Entry Period.**

Any individual wishing to enter the Sweepstakes must follow all of the above instructions and comply with the Entry Requirements below in order to be considered a valid entrant into the Sweepstakes (an "Entrant"). Should multiple users of the same Facebook/email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said Facebook/email account at the time of entry will be considered the Entrant. "Authorized account holder" is defined as the natural person who is assigned a Facebook account by Facebook, or an email address by an Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. Entrants may not enter more than the above stated limit using multiple email addresses/Facebook accounts, nor may Entrants use any other device or artifice to enter as multiple Entrants more than once. Any Entrant who attempts to enter more than once may be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Automated Entries are prohibited, and any use of automated devices will cause disqualification.

4) SWEEPSTAKES ENTRY REQUIREMENTS. By submitting an Entry into the Sweepstakes, you warrant and represent that the Entry conforms to these Official Rules, Facebook's Terms of Use (found at www.facebook.com), and the Entry Requirements set forth herein. Entries must be in English and include all of the required content as set forth in the corresponding Post. The following additional guidelines set by the Sponsor should be followed for each Entry:

- (i) You must own all rights in the Entry and have the right to grant Sponsor a license to use the Entry (including any material embodied in the Entry);
- (i) The Entry cannot be sexually explicit or suggestive, unnecessarily violent, or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity, any materially dangerous activity, or any inappropriate content;
- (ii) The Entry cannot promote alcohol, illegal drugs, depict gambling references or tobacco use, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- (iii) The Entry cannot be obscene or offensive, defamatory, libelous, threatening, harassing, or endorse any form of hate or hate group;
- (iv) The Entry cannot defame, misrepresent, or contain disparaging remarks about Sponsor, Promotion Entities, or their products or other people, products, or companies;
- (v) The Entry cannot infringe on any trademarks, logos, copyrighted works, trade dress (such as distinctive packaging or building exteriors/interiors), or any intellectual property owned by others (including but not limited to music, photographs, sculptures, paintings, and other works of art or images, published on or in websites, television, movies, or other media); Sponsor does not permit the infringement of others' rights and any use of materials not original to the Entrant is grounds for disqualification from the Sweepstakes. Do not copy your favorite movie, book, or photo or include materials, images, graphics, music, or trademarks belonging to any third parties or incorporate the names, voices, likenesses, or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use the same in connection with your Entry and grant the rights herein granted to Sponsor; The Entry cannot (in the sole discretion of Sponsor) advertise or promote any brand or product of any kind other than the Sponsor's, including, but not limited to, any of Sponsor's competitors, any of Promotion Entities' competitors, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses, or street addresses without permission;

- (vi) The Entry cannot contain materials infringing on any individual's right of publicity, unless you have express permission from that person to use his/her likeness and performance in connection with the Sweepstakes;
- (vii) The Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- (viii) The Entry cannot violate any law or otherwise be inappropriate; all as determined by Sponsor in its sole discretion.

If you think that any Entry infringes your intellectual property rights, email consumeraffairs@jelsert.com if you wish to report it.

ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. Sponsor reserves the right to waive the Sweepstakes Entry requirements set forth herein in its sole discretion. Sponsor reserves the right, in its sole discretion, during or upon completion of the Sweepstakes Period, to request that any Entrant resubmit his or her Entry, which fails to comply with the Sweepstakes Entry requirements. By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose the Entry and the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. Sponsor reserves the right to, and may or may not, monitor/screen Entries. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By submitting an Entry, you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity; and (e) and that posting of the Entry via various media, including Web posting, will not infringe on the rights of any third party. Any such Entrant will indemnify and hold harmless Sponsor, Facebook, Inc., and Promotion Entities from any claims to the contrary.

5) WINNER SELECTION AND NOTIFICATION.

Weekly Winners: On or about each Drawing Date noted above, an independent third party will conduct a random drawing to select five (5) potential winners (each a "Potential Weekly Winner") from among all eligible Entries received during the corresponding Entry Period. **Non-winning Entries will not roll over into subsequent Entry Period drawings. Limit one (1) Weekly Prize per person/email address/Facebook account/household.**

The verified Weekly Winners will be announced on or about the corresponding Drawing Date via the Airheads Freezer Bars Facebook page. Drawings will be conducted by an independent third party organization, whose decisions will be final and binding in all respects.

Grand Prize Winner: At the end of the Sweepstakes Period, a random drawing will be conducted on or about Tuesday, August 1, 2017 to select one (1) potential Grand Prize winner (the "Potential Grand Prize Winner") from among all eligible Entries received during the entire Sweepstakes Period (Potential Weekly Winners and Potential Grand Prize Winner referred to herein as "Potential Winning Entrants"). The Grand Prize Winner will be announced on Friday, August 4, 2017 via the Airheads Freezer Bars Facebook page. Drawing will be conducted by an independent third party organization, whose decisions will be final and binding in all respects. The Potential Grand Prize Winner will also be sent an affidavit of eligibility/liability release, as well as a publicity release (where permitted by law) ("Release"). Unless restricted by law, the Potential Grand Prize Winner will be required to complete and return the Release within five (5) days of receiving it. If Grand Prize is won by an eligible Entrant who is a minor in his/her state of residence, Grand

Prize will be awarded to minor's parent or legal guardian who must sign and return all required documents. **Entrants selected as Weekly Winners are still eligible to receive the Grand Prize.**

For All Potential Winning Entrants: The Potential Winning Entrants may also be notified by direct message on Facebook, in Sponsor's sole discretion, using the information provided in the Entry. Potential Winning Entrants will be required to respond (as directed) within seventy-two (72) hours of attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize, and in such case Sponsor may select an alternate Entrant from among the remaining eligible Entries. The Potential Winning Entrants are subject to verification, including verification of age. A Potential Winning Entrant may also be disqualified and an alternate Entrant may be selected from among the remaining eligible entries if the selected Potential Winning Entrant: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules (for the Grand Prize Winner); (iii) cannot accept or receive the prize for any reason; or (iv) is found not to be eligible or not in compliance with these Official Rules. For all prizes, allow approximately sixty (60) days for shipment of prize from the date of verification. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrants.

6) ODDS. Odds of winning a Weekly Prize depend on the total number of eligible Entries received during the corresponding Entry Period. Odds of winning the Grand Prize depend on the total number of eligible Entries received during the entire Sweepstakes Period.

7) PRIZES

a) One (1) Grand Prize: The Grand Prize Winner will receive one (1) \$300.00 Pre-Paid Card. Pre-paid cards are subject to the terms and conditions set by the issuer. Approximate Retail Value ("ARV"): \$300.00.

b) Ninety (90) Weekly Prizes (5 per Entry Period): Each Weekly Prize Winner will receive one (1) Mystery Prize Pack with Airheads candy, a Backpack, a Flying Disk and a Water Bottle [exact contents of Mystery Prize Pack to be determined by Sponsor in its sole discretion]. ARV: \$17.00 each.

Total ARV of all prizes: \$1,830.00. No prize substitutes, cash equivalent, or transfers allowed except if that prize becomes unavailable for any reason, Sponsor may award a substitute of equal or greater value. All federal, state and/or local taxes are the responsibility of the winner, regardless of whether the prize, in whole or in part, is used. Unclaimed prizes will not be awarded. Winners acknowledge that Promotion Entities have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefor, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. ARV is as of the date of printing these Official Rules. The difference in value of any prize, as stated herein, and value at the time of prize notification, if any, will not be awarded.

8) ELIGIBILITY. Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are thirteen (13) years of age and older at the time of entry, and who are physically located and reside in the fifty (50) United States or District of Columbia at the time of entry. Void in Puerto Rico and where prohibited. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members, of Sponsor, its affiliates, subsidiaries, divisions, advertising and promotion agencies and prize providers, are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local U.S. laws. All interpretations of these Official Rules and decisions by Sponsor are final. Entry constitutes Entrants' permission for Sponsor and those acting under its authority to use their name, Entry, photograph, voice, and/or likeness for advertising and/or publicity purposes, in any and all media, without additional compensation or permission, and without territorial or time limitations, except where prohibited by law.

9) WINNERS' LIST: For a copy of the winners' list, send a self-addressed, stamped envelope to: Airheads "Mystery Freezer Bars" Winners' List, AMG Marketing Resources, 30670 Bainbridge Road, Suite 200, Solon, OH 44139. Requests must be received by September 1, 2017.

10) RELEASE OF LIABILITY: All Entrants (or Entrant's parent or legal guardian, if an eligible minor) irrevocably agree (and agree to confirm in writing) to waive, on behalf of themselves and their family and associated persons or businesses, all claims, lawsuits, and damages, of every name and nature, known and unknown, now existing or hereinafter at any time arising, against all other Entrants, and against Sponsor, its retailers, Facebook, Inc., and each of their respective affiliates, subsidiaries, successors, assigns, officers, directors, agents, employees and all others associated with the development and execution of this Sweepstakes ("Promotion Entities") from any and all liability, loss or damage with respect to or in any way arising from this Sweepstakes and/or acceptance or use of the prizes, including liability for personal injury, death, damage, or monetary loss. Sponsor is not responsible for prize quality or utility. Sponsor is not responsible for incorrect or inaccurate Entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the Entries. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Sponsor is not responsible for lost, late, stolen, incomplete, misdirected, damaged, destroyed or garbled Entries.

11) MODIFICATION OR TERMINATION: Sponsor reserves the right to modify or terminate the Sweepstakes upon evidence of fraud, virus, bugs, hacking, security breaches, or other tampering, or should other causes beyond the control of Sponsor corrupt the administration, security, or proper operation of the Sweepstakes. Sponsor also reserves the right to cancel, suspend, or modify the Sweepstakes, if necessary, due to technical problems. In the event of cancellation Sponsor shall have the right, at its sole discretion, to select winners by randomly drawing from among all valid, non-suspect Entries received up to the time of cancellation. Sponsor reserves the right, at its sole discretion, to disqualify any individual (and his or her Entry) who tampers with the entry process.

12) BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable Illinois statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the costs of litigation. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY

PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

13) GOVERNING LAW & JURISDICTION: These Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 12 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Illinois, in the City of Chicago.

14) PRIVACY POLICY: All information received from Entrant shall be subject to Sponsor's privacy policy regarding such information, which is available at www.jelsert.com/privacy-policy.aspx. If you are selected as a winner, your information may be included in a publicly-available winners' list.