

OFFICIAL RULES

The Real Moments of Sweetness Sweepstakes

NO PURCHASE NECESSARY. A purchase or payment of any kind will not increase your chances of winning. The Real Moments of Sweetness Sweepstakes ("Sweepstakes") is subject to applicable federal, state and local laws and regulations and is void where prohibited or restricted. Void outside the 50 United States and the District of Columbia. Must be at least 21 years of age to enter.

Sponsor: Storck USA, L.P., 325 N. LaSalle, Suite 400, Chicago, IL 60654.

Administrator: Oxford Communications, 11 Music Mountain Blvd., Lambertville, NJ 08530.

1. Eligibility. The Sweepstakes is open to persons who are at least 21 years of age and who are legal residents of the United States or the District of Columbia, excluding residents of Rhode Island, Alaska and Hawaii, with an Instagram account with the ability to share photos at the time of entry. Employees of Sponsor, Administrator and anyone involved in the administration of the Sweepstakes and any of their parents and affiliate companies as well as the immediate family members (spouse, parents, siblings and children), regardless where they reside, and household members of each such employees are not eligible to enter. Participation in the Sweepstakes constitutes your full and unconditional agreement to be bound by these Official Rules.

2. Timing. The Entry Period for the Sweepstakes begins at 12:00:00 a.m. Eastern Time ("ET") on February 6, 2017 and ends at 11:59:59 ET on March 5, 2017. Administrator's computer is the official time-keeping device for the Sweepstakes.

3. How to Enter. Share a photo of a sweet moment on your personal Instagram account using the hashtags #WerthersMoments and #SugarFree contest entry. Make sure your "Photos are Private" option setting is set to "Off." You may submit one photo per day (each photo must be unique) during the weekly entry periods set forth in the chart below. You will receive one entry for each unique photo you post. By posting a photo, you give Sponsor permission to share them on its social media channels and microsite.

Week #	Weekly Entry Dates	Weekly Random Drawing Date
1	2/6/17 at 12:00 a.m. ET – 2/12/17 at 11:59 p.m. ET	2/14/17
2	2/13/17 at 12:00 a.m. ET – 2/19/17 at 11:59 p.m. ET	2/21/17
3	2/20/17 at 12:00 a.m. ET – 2/26/17 at 11:59 p.m. ET	2/28/17
4	2/27/17 at 12:00 a.m. ET – 3/5/17 at 11:59 p.m. ET	3/7/17

ENTRIES WILL NOT BE JUDGED. WINNERS ARE SELECTED RANDOMLY. Use of any bots, robotic or automated system (as determined within Sponsor's sole discretion) to participate is prohibited and will result in disqualification. Released parties (as defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled or delayed or misdirected Entries. Once submitted, all Entries become the exclusive property of Sponsor and will not be acknowledged or returned. Entries received during any weekly entry period will not be carried over into subsequent weekly entry periods for additional weekly drawings. All valid entries received during the Entry Period will be eligible for the Grand Prize drawing on or about March 13, 2017.

Entrants may incur data and message charges. In the event of a dispute as to the identity of any entrant, the authorized Instagram account holder used to enter will be deemed the entrant. The “authorized account holder” is the natural person who has been assigned the account by Instagram. Instagram is not a sponsor of or affiliated with this Sweepstakes in any way and Entrant releases Instagram from any and all liability with regard to the Sweepstakes. Inquiries regarding this Sweepstakes must be submitted to Sponsor and not to Instagram.

4. Entry Content. Your entries must comply with the following requirements and must:

- a. not contain any content that is lewd, obscene, sexually explicit, pornographic or contains nudity; disparaging, defamatory, derogatory toward any ethnic, racial, gender, religious, professional or age group; libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.
- b. not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promote any activities that may appear unsafe or dangerous or promote any particular political agenda or message.

- c. not defame, misrepresent or contain disparaging remarks about Sponsor, other people or companies.
- d. be your original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity, including, without limitation, copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media).
- e. not include photos of individuals other than yourself.
- f. not contain any personally identifiable information of any person other than the Entrant, such as license plate numbers, personal names, e-mail addresses or street addresses.
- g. not identify any commercial content, including, without limitation, any trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors), except for those owned by Sponsor, which must be used in compliance with these Official Rules.
- h. not contain materials embodying the names, likenesses, voices, or other indicia identifying any person, other than the Entrant.
- i. not communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate.
- j. not violate any law.
- k. not have been previously submitted for any other promotion.

Any entries that contain any of the above may be disqualified at the Sponsor's sole discretion.

5. Winner Selection. On or about the dates set forth in the chart above, a random drawing will be conducted to select the weekly winners and the Grand Prize winner. Potential winners will be contacted via Instagram Direct within one business day. Winners must respond via phone or email to Sponsor within five business days or their prizes may be forfeited. A potential winner is not an official winner until his/her eligibility has been verified. The decisions of Sponsor in this and all other Sweepstakes matters are final and binding.

6. Prizes/Odds

Weekly Prizes: Five winners each week during the Entry Period will receive a Werther's® Original® Sugar Free prize pack including one scented candle, one blanket, one picture frame, one yoga mat, one 10-pack

of notecards, one candy dish, one calendar, one water bottle, and four bags of assorted Werther's® Original® Sugar Free candies. Approximate Retail Value (ARV): \$100.

Grand Prize Winner: One winner will receive a three-day trip within the United States (list of potential destination cities below) for two persons designed by Pack Up + Go Travel Service, which includes transportation and hotel accommodations for up to two nights, but does not include meals, taxes, gratuities, travel insurance, bag check fees, ground transportation, meals or incidentals of any kind or any other expenses not specifically identified in these Official Rules. Destinations will be approximately 3-4 hours away from the winner's home, and could include one of the following types of transportation:

- Airplane (i.e., Southwest, Jetblue, American Airlines, United Airlines, Spirit, Frontier Airlines, etc.)
- Train (i.e., Amtrak)
- Bus (i.e., Megabus, Bolt Bus)

Destination cities could include one of the following:

Ann Arbor, MI	Hot Springs, AR	Providence, RI
Annapolis, MD	Houston, TX	Richmond, VA
Asheville, NC	Louisville, KY	Rochester, NY
Aspen, CO	Memphis, TN	Salt Lake City, UT
Austin, TX	Miami, FL	San Antonio, TX
Boston, MA	Milwaukee, WI	San Diego, CA
Burlington, VT	Minneapolis, MN	San Francisco, CA
Buxton, NC	Monterey, CA	Santa Barbara, CA
Carmel Valley, CA	Nashville, TN	Saratoga Springs, NY
Charleston, SC	New Orleans, LA	Savannah, GA
Charlottesville, VA	Newport, RI	Seattle, WA
Chicago, IL	Philadelphia	St. Augustine, FL
Denver, CO	Phoenix, AZ	St. Louis, MO
Galveston, TX	Pittsburgh, PA	Washington, DC
Grand Rapids, MI	Portland, ME	Whitefish, MT
Greenport, NY	Portland, OR	

Pack Up + Go chooses where you go based on winner's preference and travel dates as identified through winner-completed survey. Winner will also receive a year's supply (includes 48 bags of Werther's® Original® Caramel) of Werther's® Original® Sugar® Free Candy. ARV: \$120.00. Approximate Retail Value of trip is \$2,000.

Grand Prize Winner and guest are responsible for all necessary travel documents. Trip will commence from nearest major airport to winner's residence. If winner resides within 150 miles of destination, winner and guest will be provided ground transportation. Winner's guest must be at least 21 years of age unless guest is winner's child or ward. Travel and hotel accommodations are subject to availability. Winner and guest must comply with all hotel check-in requirements, including, but not limited to, the presentation of a major credit card. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by transportation provider, as detailed in the passenger ticket contract issued by such provider.

Grand Prize Winner will be required to complete and return an affidavit of eligibility and a liability/publicity release within seven (7) days after notification. Travel companion must complete and return a liability/publicity release prior to travel. Failure to timely return these documents may result in disqualification.

No cash or other substitution, assignment or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute the prize or prize component with another prize of comparable or greater value. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. Winners are responsible for all federal, state, and local taxes and fees associated with the Prize.

Odds: Odds of winning the Weekly Prize is based on the number of eligible Entries received during that week. Odds of winning the Grand Prize is based on the number of eligible Entries received during the entire Entry Period.

7. Publicity. By accepting a prize, winners grant permission for Sponsor and its designees to use their names, addresses (city and state), photographs, voices and/or other likenesses and prize information for advertising, trade and promotional purposes without further compensation, notice, review or approval in

all media now known or hereafter discovered, worldwide in perpetuity. Grand Prize winner will be required to sign an Affidavit of Eligibility, Liability & Publicity Release when accepting prize.

8. Release. By accepting a prize, Winners agree to indemnify Sponsor and Administrator and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising, agencies, and prize suppliers, and each of their respective parents and affiliate companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") hold them harmless from and against any and all losses, damages, rights, claims or causes of action of any kind, that Released Parties may incur in whole or in part, directly or indirectly, in connection with winners' participation in the Sweepstakes or from winners' acceptance, possession, use, or misuse of the prizes awarded in connection with the Sweepstakes.

9. General Conditions. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. No more than the stated number of prizes in these Official Rules will be awarded. Sponsor, in its sole discretion, reserves the right to disqualify any individual who tampers with the entry process or the operation of the Sweepstakes or who acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

10. WARNING: 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. Limited Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you, by 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 phone lines or network hardware or software; (3) unauthorized human intervention in any aspect of the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the announcement of the prize or in any

Sweepstakes-related matter or materials; or (5) any injury or damage to you or to other persons or property which may arise in connection with your participation in the Sweepstakes.

12. Disputes. Except where prohibited, by participating, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the appropriate Illinois State Court located in Chicago, Illinois; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for and you hereby waive all rights to claim indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois , without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

13. Entrant's Personally Identifiable Information. Information collected from Entrants is subject to Sponsor's Privacy Policy: <http://www.werthers-original.us/privacy-policy>.

14. Winner List. For a winner list, send a self-addressed stamped envelope with proper postage affixed to "The Real Moments of Sweetness Sweepstakes" c/o Oxford Communications, 11 Music Mountain Blvd., Lambertville, NJ 08530. Official Rules will be made available for 30 days following the end of the Sweepstakes.