

### WERTHER'S ORIGINAL FIND YOUR BLISS SWEEPSTAKES

### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. VOID WHERE PROHIBITED BY LAW.

### 1. Eligibility.

The Werther's Find Your Bliss Sweepstakes (the "Sweepstakes") is open only to legal residents of the United States and the District of Columbia (excluding Rhode Island), who are at least eighteen (18) years old or the age of majority in the State of his/her residence, whichever is older, at the time of entry. Void where prohibited by law. Employees of Sponsor or Administrator, or any of its or their respective parent(s), subsidiaries, affiliates, advertising agencies, suppliers, distributors, retailers or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes, and their immediate family (spouse, parents and stepparents, siblings and stepsiblings, and children and stepchildren) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon selected Entrant fulfilling all requirements set forth herein.

# 2. Sponsor.

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

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

### 3. Sweepstakes Entry Period.

The Sweepstakes entry period starts on August 12, 2019 at 12:00:01 a.m. Eastern Time ("ET") and ends October 6, 2019 at 11:59:59 p.m. ET (the "Sweepstakes Entry Period"). The Sweepstakes Entry Period is divided into eight (8) Sweepstakes Weeks (as listed below). Entries received outside the Sweepstakes Entry Period will be void. Administrator is the official time keeper for this Sweepstakes.

# 4. How to Enter the Sweepstakes.

During the Sweepstakes Entry Period, to receive one (1) entry in the Sweepstakes, (a) go to the website located at <a href="www.bliss.wertherscaramel.com">www.bliss.wertherscaramel.com</a> (the "Site"); (b) once you land on the Site, fully complete the registration information requested, namely, your legal first name, legal surname and your valid email address, and check the box that you have reviewed and agree to these Official Rules, including the Privacy Policy; and (c) submit such information by following the "Submit" prompt.

To receive a maximum of one (1) bonus entry per Sweepstakes Week, complete the following additional steps: (a) watch the 30 second video; (b) successfully play the "Match Game" by correctly matching the "bliss moments" with the corresponding products (you will have three (3) chances per Sweepstakes Week to correctly complete the Match Game), (c) fully complete the registration information requested, namely, your legal first name, legal surname and your valid email address, and check the box that you have reviewed and agree to these Official Rules, including the Privacy Policy; and (d) submit such information by following the "Submit" prompt.

All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned.

Maximum Number of Sweepstakes Entries. The maximum number of entries per person per email address shall be two (2) entries per Sweepstakes Week during the Sweepstakes Entry Period (one (1) entry plus one (1) bonus entry). Entries beyond the permitted number are void. Use of a multiple email addresses or any automated system to enter is prohibited and will result in disqualification. In the event of a dispute regarding the identity of the entrant, the natural person associated with the email address provided by an Internet access provider, or online service provider and used for entry will be considered the entrant.

## 5. Sweepstakes Winner Selection.

On or about Drawing Dates (as listed below) (once per Sweepstakes Week), Administrator will select two (2) entries in a random drawing among all valid entries received during the Sweepstakes Week Entry Period.

Sweepstakes Week	Sweepstakes Week Dates	Drawing Date
Week 1	August 12 – August 18, 2019	August 20, 2019
Week 2	August 19 – August 25, 2019	August 27, 2019
Week 3	August 26 – September 1, 2019	September 3, 2019
Week 4	September 2 – September 8, 2019	September 10, 2019
Week 5	September 9 – September 15, 2019	September 17, 2019
Week 6	September 16 – September 22, 2019	September 24, 2019
Week 7	September 23 – September 29, 2019	October 1, 2019
Week 8	September 30 – October 6, 2019	October 8, 2019

Entries received for each Sweepstakes Week will not roll over to any subsequent Sweepstakes Week(s). Potential Prize winner(s) will be contacted by email at the email address included on the

applicable entry registration submission used to enter. Potential Prize Winners will be notified approximately two (2) business days after the respective prize drawings. Failure to respond to the initial verification contact within three (3) business days of notification may, in Administrator's sole discretion, result in disqualification and a new potential Prize Winner may be selected by Administrator from all remaining valid entries. Odds of winning a prize depend on the number of eligible entries received during applicable Sweepstakes Week.

#### 6. Prizes.

There are sixteen (16) Bliss Box Prizes (two (2) awarded per Sweepstakes Week). Each Bliss Box Prize contains: two (2) bags of Werther's Hard Candies; two (2) bags of Werther's Original Creamy Caramel Filled Hard Candies; two (2) bags of Werther's Original Soft Caramels; two (2) bags of Werther's Original Caramel Popcorn; one (1) Werther's Branded Keepstakes Memory Box; one (1) \$25 Gift Card for Chatbooks; one (1) mini portable printer compatible with iOS and Android; and one (1) picture frame.

Approximate Retail Value for each Bliss Box Prize: \$175. Total Approximate Retail Value for all Prizes: \$2,800.

All expenses not expressly listed in these Official Rules are the sole responsibility of the Verified Prize Winner(s). Prizes are nontransferable and may not be substituted or redeemed for cash by Prize Winner(s). Sponsor reserves the right to substitute the Prize, in whole or in part, for one of equal or greater value. Gift Cards are subject to their terms. All federal, state and local taxes are solely the responsibility of Verified Prize Winner. Odds of winning the Prize depends upon the number of valid and eligible entries received during the Sweepstakes Entry Period.

Sponsor is not responsible for any change of email address and/or mailing address of entrants nor is Sponsor responsible for any lost or damaged mail.

#### 7. Verification of Potential Prize Winner.

POTENTIAL PRIZE WINNER(S) ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Any potential Prize winner must continue to comply with all terms and conditions of these Official Rules and winning if contingent upon fulfilling all requirements. The potential Prize winner may be required to execute and return to Sponsor for its receipt within five (5) business days of notification, an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") in order to claim his/her Prize. Sponsor and/or Administrator may, but is not obligated to, exercise its rights under such Affidavit. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the Prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods; (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the Prize; (e) potential winner cannot or does not comply with the Official Rules; or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential Prize winner shall be disqualified from the Sweepstakes and an alternate potential Prize winner may be selected, at Sponsor's sole discretion,

from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Prize winner, if any.

# 8. Entry Conditions and Release.

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or its designee(s) which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless Sponsor and Administrator, and their respective parent, subsidiary and affiliated companies, the prize suppliers and any other organizations and/or persons responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

## 9. Publicity.

Except where prohibited, participation in the Sweepstakes constitutes each Prize Winner's consent to Sponsor's and its agents' use of each such winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, now known or hereinafter invented worldwide, without further payment or additional 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 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.

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 these Official Rules 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.

In the event of a dispute regarding the identity of any Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. The "authorized account holder" 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 winner(s) of any Prize may be required to show proof of being the authorized account holder to be awarded the Prize. All entry information becomes the sole and exclusive property of Sponsor and will not be returned or cancelled.

# 11. Limitations of Liability.

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, or programming associated with or used in the Sweepstakes; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error, which may occur in the administration of the Sweepstakes or the processing of entries; or (e) 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. No more than the stated number of prizes will be awarded. If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, force majeure, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

## 12. Disputes.

Except where prohibited by law, as a condition of participating in this Sweepstakes, each entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, including but not limited to prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and

all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or 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 the entrant 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 Personal Information.

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <a href="https://www.werthers-original.us/privacy">https://www.werthers-original.us/privacy</a>. If you are selected as a winner, your name, city and state may also be included in a publicly available winners' list.

# 14. Sweepstakes' Results.

For Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to: "Winner's List" c/o Werther's Find Your Bliss Sweepstakes, 11 Music Mountain Blvd, Lambertville, NJ 08530. Requests for the Winner's List must be received by Sponsor within 60 calendar days after the end of the Sweepstakes Entry Period.

Questions?: Please email us at wertherssweeps@gmail.com