

OFFICIAL RULES

ARNOTT'S® TIM TAM® DISCOVERS AMERICA SWEEPSTAKES

NO PURCHASE NECESSARY.

OPEN ONLY TO LEGAL U.S. RESIDENTS OF 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OR OLDER OR OF THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE (19 IN ALABAMA AND NEBRASKA, 21 IN MISSISSIPPI), WHICHEVER IS OLDER, AS OF DATE OF ENTRY.

VOID OUTSIDE THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND ELSEWHERE WHERE PROHIBITED OR RESTRICTED BY LAW.

Arnott's® Tim Tam® Discovers America Sweepstakes (the "Sweepstakes") is sponsored by Pepperidge Farm, Incorporated ("Sponsor"), 595 Westport Avenue, Norwalk, CT 06851, and is administered by MARS Advertising, Inc., d/b/a the MARS Agency, 25200 Telegraph Road, Southfield, MI 48033 ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The "Sweepstakes Period" will begin at 12:00:01 PM (noon) Eastern Time ("ET") on **April 3, 2017** and will end at 11:59:59 PM ET on **April 30, 2017**. The Offerpop Corp.'s computer is the official timekeeper for this Sweepstakes.
- 2. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the United States who are physically located and residing in the 50 United States and the District of Columbia, who are at least 18 years of age or older or have reached age of majority in his/her state of residence (at least 19 in Alabama and Nebraska, at least 21 in Mississippi), whichever is older, as of date of entry. Residents of Puerto Rico and/or other U.S. territories and possessions, and elsewhere where taxed, restricted or prohibited by law are not eligible to enter or win. Employees of Sponsor, Administrator, Albertsons Companies, Inc., Mercury Promotions & Fulfillment, Offerpop Corp. (collectively referred to as "Sweepstakes Entities"), and each of their respective parent, subsidiary, affiliate companies and distributors and advertising, promotion and production agencies, and employees and the members of each of their immediate family (e.g., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to enter or win. All applicable federal, state and local laws and regulations apply. Participation in the Sweepstakes by the entrant 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 the Prize is contingent upon fulfilling all requirements set forth in these Official Rules. If it is discovered that an entrant has registered or attempted to register more than once using multiple identities, all of the entrant's entries may be declared null and void and any Prize an entrant might have been entitled to may not be awarded to him/her.
- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an entrant must visit www.timtamadventure.com ("Website"), read the Official Rules, including the Sponsor's Privacy Policy, and provide his/her complete first and last name, street address (no P.O. Boxes), city, state, Zip Code, e-mail address, telephone number, date of birth, and agreement to these Official Rules, including Sponsor's Privacy Policy. Upon completing this registration, an entrant will receive one (1) "entry" into the Sweepstakes.

To receive one (1) "Bonus Entry" into the Sweepstakes, an entrant must first take a photograph of himself/herself with a Tim Tam® biscuit at an event and/or location in the United States. If an entrant does not have a Tim Tam® biscuit available or does not otherwise wish to purchase one, he/she may download a Tim Tam® biscuit image from the Website that can be shown instead of actual product. The entrant must then upload the photograph along with an optional description to the Website. The uploaded photograph and optional description shall be referred to as the "Photo." By uploading the

Photo to the Website and clicking the upload button, the entrant agrees to allow the Photo on the Website's gallery (the "Gallery") and the Photo to be used as set forth in Rule 5. An "entry" and associated "Bonus Entry," if any, will be referred to collectively as an "Entry." All Photos may not be posted to the Gallery.

The Sponsor or its designated agent will have the right to moderate any Photo before the Photo is posted to the Gallery. There is no timetable for such review and it may take days after uploading the Photo before it may be posted to the Gallery. The Sponsor or its designated agent shall have the right to reject any Photo and not post it to the Gallery. In addition, if the Sponsor or its designated agent posts a Photo to the Gallery, this is not confirmation that the Photo complies with these Official Rules or qualifies as a Bonus Entry.

Each Bonus Entry must comply with these Official Rules, including but not limited to, the Content Requirements set forth in Rule 4.

Entry Limit: One (1) Entry per entrant/email address during the entire Sweepstakes Period. One (1) Bonus Entry per day per entrant/email address during the Sweepstakes Period. Bonus Entries received from any individual in excess of the stated limitation may be void. A day is defined as starting at 12:00 A.M. ET and ending at 11:59:59 P.M. ET, except on **April 3, 2017** when a day will start at 12:00:01 P. M. ET and end at 11:59:59 P.M. ET.

IMPORTANT: Message and data rates may apply if an entrant enters this Sweepstakes on his/her mobile device. Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider's pricing plans. Mobile entry is not required to enter or win the Prize in this Sweepstakes.

4. CONTENT REQUIREMENTS: Each Photo must comply with each of the following:

- Must not exceed 3MB in file size;
- Must be in one of the following file formats: .jpg, .jpeg, .png, or .gif.
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm or disrupt the functionality of a computer in any way.
- Must be Entrant's sole and original work;
- Must be in English, except for commonly understood foreign words;
- Must not be obscene, indecent, lewd, pornographic, violent, tortious, defamatory, libelous or otherwise inappropriate;
- Must not contain the name/logo of any third party, including any competitor of Sponsor
- Must not contain material that violates or otherwise infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, like copyright, when used as provided for in these Official Rules;
- Must not promote the use of the Tim Tam® biscuit with any use of alcohol or alcohol-related products;
- Must not include the name, likeness, photograph, or other indicia identifying any person, living or dead, without that person's written permission (which can be provided to Sponsor at its request and satisfaction) Minors must not be referenced without such permission from minor's parent or legal guardian;
- Must not include any personal information (full name, e-mail address, telephone number, etc.);
- Must not contain material that promotes bigotry, hatred or harm against any group or individual or promote discrimination based on nationality, race, gender, religion, disability, sexual orientation or age;

- Must not promote illegal drugs, tobacco, 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;
- Must not describe or depict any activity that is contrary to or violates any state or federal law or regulation; and
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government.

5. **GENERAL ENTRY TERMS:** By entering, Entrant represents and warrants that his/her Entry, including Photo, is in compliance with all of the foregoing Content Requirements and grants Sponsor an unlimited, worldwide, non-exclusive license to post and use the Entry, including Photo, in perpetuity. Ownership of Photo will remain with the entrant, unless the entrant is declared to be a winner and the Sponsor requests that winner transfer ownership of the Photo to Sponsor. The winner shall execute a rights transfer document transferring ownership of the Photo to the Sponsor, if Sponsor so requests. Once an Entry, including Photo, is entered into the Sweepstakes, any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Notwithstanding the foregoing, entrants hereby grant Sponsor and its parent and affiliates, agents, representatives, licensees, promotional partners, successors and assigns), and anyone authorized by and of them a royalty-free, irrevocable, worldwide, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Photos, 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 across any and all digital platforms, including but not limited to the Website, Facebook, Twitter, Instagram, Tumblr, YouTube, etc.

EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE BEING GRANTED THE OPPORTUNITY TO PARTICIPATE IN THE PRIZE AND ADVERTISEMENT AS SET FORTH IN RULE 8 IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE TO POST THE PHOTO. Each entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might limit or preclude Sponsor's use of the respective Photo and agrees not to sue or assert any claim against Sweepstakes Entities arising out of or connected to the use of the Photo. 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 Photo. In the event of a dispute as to any Entry, the authorized account holder (determined at time of the Entry) of the e-mail address used to make the Entry will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

6. **SPONSOR'S IP/LIMITED LICENSE:** Sponsor grants entrants a limited, revocable, non-exclusive, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of entering this Sweepstakes. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, entrants recognize that all right, title, and interest in Sponsor's IP shall vest exclusively to the

Sponsor, and entrant agrees that he/she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP, except for the limited license granted to entrant in these Official Rules, is transferred or created. Each entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of submitting an Entry in this Sweepstakes, and that any use of Sponsor's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

7. **RANDOM DRAWING:** On or about **May 10, 2017**, the Administrator or its designated representative, will randomly select the one (1) potential winner from among all Entries received during the Sweepstakes Period. The potential winner will be provided with instructions on how to claim his/her Prize as set forth in Rule 9 of these Official Rules, subject to verification of eligibility and compliance with these Official Rules. Only the potential winner will be notified.

8. **PRIZE, APPROXIMATE RETAIL VALUE, AND ODDS OF WINNING:**

a. **Prize (1):** The "Prize" is a trip to Australia for the winner and one (1) guest.

The Prize will include: (i) roundtrip coach-class air transportation for the winner and his/her guest from the gateway airport closest to winner's home (selected by the Sponsor in its sole discretion) to an airport in the Melbourne area; (ii) eight (8) nights hotel accommodations (single standard room, double occupancy) for winner and guest broken down into two (2) nights in Melbourne; three (3) nights in Cairns, and three (3) nights in Sydney; (iii) intercontinental coach-class air transportation for winner and guest from Melbourne to Cairns and from Cairns to Sydney; and (iv) selected meals, which shall include eight (8) breakfasts, two (2) lunches and three (3) dinners for each winner and guest; and (iv) a city tour package for winner and guest, including a walking tour of Melbourne, a cruise of the Great Barrier Reef and a tour of Sydney. Transportation for scheduled tour outings and cities is included.

If the guest is under eighteen (18) years old or has otherwise not reached the age of majority, he/she must be the minor child/ward of the winner. The guest must also execute a Liability & Publicity Release and background check authorization. If the guest is under eighteen (18) years old or otherwise has not reached the age of majority, then the winner as his/her parent/legal guardian must execute the Liability & Publicity Release and background check authorization on the minor's behalf.

The winner and his/her guest must travel on the same itinerary and all travel arrangements must be made with Sponsor or Sponsor's agent. If the winner elects to travel or partake in the Prize without a guest, no additional compensation will be awarded to the winner. The trip will be booked through a group travel provider. Group travel dates will vary on a monthly basis. The Sponsor or its designed agent will communicate those dates to the winner and guest. The winner and guest must travel on group tour travel dates, subject to availability. There may be only one travel period each month, except during the Australian summer when two travel periods may be available per month. Some restrictions may apply. The winner must give a minimum of ninety (90) days advance notice of desired departure. No cancellation of reservation or transfer of reservations to another date will be permitted after the reservations have been made. If the trip is cancelled for any reason not attributable to winner, Sponsor at its sole discretion may provide winner with the cash equivalent of the Prize. If the trip occurs but a part of the trip is cancelled, the winner will not receive compensation from Sponsor as a result of the cancellation of such part of the total trip package. The winner and guest are solely responsible for obtaining any desired or necessary travel documents (including without limitation a valid government-issued photographic identification and a valid passport required for entry into Australia and return to the United States).

All costs and expenses not specifically included herein are solely the winner's responsibility. The winner is solely responsible for paying all applicable and all other unspecified expenses associated with the Prize. The winner and his/her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. By way of example and not limitation, the winner and his/her guest are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities, parking, ground transfers, excursions, and any other fees and expenses not specifically mentioned in these Official Rules. The winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card.

Sponsor is not responsible if any element of the Prize is delayed, postponed, or cancelled for any reason.

Travel must be complete on or before **March 30, 2018** or the Prize may be forfeited.

No more than one (1) Prize will be awarded

- b. **ARV:** Total Approximate Retail Value ("ARV") for the Prize is \$15,000. The actual value of the Prize may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the Prize will not be awarded.
- c. **Odds of Winning:** The odds of winning the Prize depend upon the number of eligible Entries received during the entire Sweepstakes Period.

9. PRIZE FULFILLMENT: After the random drawing, the potential winner will receive notification by e-mail. Before being declared a winner, the potential winner will be required to execute and return an Affidavit of Eligibility/Liability & Publicity Release within ten (10) business days from the date it is sent by the Sponsor or its representative, or the Prize may (in Sponsor's sole discretion) be forfeited. If the potential winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, if Administrator is unable to contact the potential winner, or in the event that the Prize notification or the Prize is returned undeliverable, such Prize or will be forfeited, and in the Sponsor's sole discretion, the Administrator will randomly select another winner. The Administrator will not be required to conduct more than three (3) draws to replace a winner if the potential winner is disqualified as set forth above. Sweepstakes Entities shall not be responsible or liable for Entries that are entered by other than human means (such as by an automated computer program or other non-human mechanism, entity or device), in excess of the stated limit, or for Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such Entries will be disqualified. The right to receive the Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right, in its sole discretion, to substitute the Prize of equal or greater value in case of the unavailability of the Prize or force majeure. Federal, state and local taxes, if any, are solely the responsibility of the winner.

10. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, parents, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, members, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet

hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the Prize; and (viii) Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules.

By entering the Sweepstakes, each entrant agrees: (ix) to forever and irrevocably release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) his or her preparation for, travel to, or his or her participation in the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's Entries (b) acceptance, possession, use, or misuse of the Prize (or any component thereof); and (c) any claims based on publicity rights, defamation, use of one's Entry as set forth herein these Official Rules, invasion of privacy or merchandise delivery.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among Entries received prior to such cancellation, termination, modification or suspension. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that due to technical, typographical, human, mechanical or other errors, there are more potential winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 11. DISPUTES:** Except where prohibited, entrant agrees 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 for the District of New Jersey or the appropriate New Jersey State Court located in Camden County, New Jersey; (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 entrant be permitted to obtain awards for, and entrant hereby waives 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. 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 New Jersey without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey. Entrants agree that the statute of limitations for asserting any claims with respect to this Sweepstakes shall be no longer than a period of one (1) year from the time the cause of action accrued, or the cause of action shall be forever barred.

12. **PRIVACY POLICY:** Any personal information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor or its agent and used by Sponsor and its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.campbellsoupcompany.com/privacy-policy>.
13. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting the Prize, entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right, where lawful, to use his/her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the Internet, without notice, review or approval and without additional compensation except where prohibited by law. **IF ENTRANT IS CHOSEN AS A WINNER, ENTRANT'S NAME, CITY AND STATE MAY BE DISCLOSED TO THIRD PARTIES FOR PRIZE FULFILLMENT PURPOSES AND ENTRANT'S NAME MAY BE PLACED ON A WINNERS LIST.**
14. **GENERAL:** By entering this Sweepstakes, entrants agree to abide by and accept these Official Rules and the decisions of Sponsor, which shall be final and binding in all matters relating to this Sweepstakes. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to annoy, harass, abuse or disrupt any person or the normal operation of this Sweepstakes. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and any individual suspected of utilizing such methods will be disqualified, in Sponsor's sole discretion. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All materials submitted become the property of Sponsor and will not be returned and no communication will be entered into. In the event of any conflict with any Sweepstakes details contained in these Official Rules and any Sweepstakes-related materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.
15. **WINNER LIST:** The name of the winner can be obtained by mailing a request including a self-addressed postage-paid envelope, postmarked by **June 30, 2017**, to: Arnott's® Tim Tam® Discovers America Sweepstakes – Winner List Request, 35610 Mound Road, Dept 900, Sterling Heights, MI 48310.

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