

**BRACH'S® CANDY CORN CLUB SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS INTENDED FOR LEGAL RESIDENTS IN ALL 50 STATES INCLUDING DISTRICT OF COLUMBIA AND WILL BE GOVERNED BY UNITED STATES LAW. INTERNET ACCESS AND/OR A VALID PHONE NUMBER ARE REQUIRED. STANDARD DATA AND MESSAGING RATES MAY APPLY TO PARTICIPATE IN THE SWEEPSTAKES VIA A MOBILE DEVICE. SUBMITTING AN ENTRY TO THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. VOID WHERE PROHIBITED.**

**1. ELIGIBILITY:**

The “Brach’s® Candy Corn Club Sweepstakes” (“Sweepstakes”) is open to legal residents of 50 US/DC who are eighteen (18) years of age or older (or the age of majority in the jurisdiction of their residence, whichever is older) at the time of entry. Employees, contractors, directors, officers, and agents of Ferrara Candy Company (“Ferrara”), its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes, members of their immediate family (spouse, parent, child, and sibling), and all others associated with the development and execution of this Sweepstakes are not eligible to enter or win. 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 this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

**2. SWEEPSTAKES PERIOD:**

Sweepstakes begins at 12:00:00 a.m. Central Daylight Time (“CDT”) on September 7, 2023, and ends at 11:59:59 p.m. Central Daylight Time (“CDT”) on September 30, 2023 (“Sweepstakes Period”). Administrator’s computer is the official time keeping device for this Sweepstakes. All Entries must be received by September 30, 2023, at 11:59:59 p.m CDT.

**3. HOW TO PARTICIPATE:**

Internet: Visit [www.BrachsCandyCornClub.com](http://www.BrachsCandyCornClub.com) (“Website”) and follow the online instructions to create a Sweepstakes Account (“Account”). To create an Account, the consumer will have to enter their mobile phone number for one-time phone authentication. Once authenticated the consumer must complete the registration form to create an Account. Consumer will need to provide their first and last name, date of birth, a valid email address, a valid phone number, and residential mailing address (no P.O. Boxes,

commercial or addresses outside of the 50 U.S./DC). Consumers will also complete 2-5 survey questions before completing registration, for which responses may be aggregated and used for promotional purposes (including any public relations opportunities). Upon completion of creating an Account, the consumer will earn one (1) entry into the Sweepstakes ("Entry"). The decisions of the Sponsor and Administrator are final in all matters relating to Sweepstakes.

Entrants must have a mobile phone with text messaging capabilities to enter via internet. If you wish to opt out, text **STOP** to 78896. Text **HELP** to 78896 if you would like more information. Participants entering this Sweepstakes may incur a standard text message charge from their wireless service provider for each message sent and received. Check with your wireless service provider for details on these and other applicable charges. You may receive reply messages, and by entering, you expressly consent to receiving such messages. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

For all Entries: All Entries must be received and recorded during the Sweepstakes Period. No other forms of entry are valid. Limit one (1) Entry per person. By entering, entrant accepts and agrees to be bound by these Official Rules and the decisions of Sponsor, Administrator, and its judges, which are final in all respects.

Automated Entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses, nor use any other device or artifice, to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times, will be disqualified and forfeits all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

Processing of Entries: Once an entrant's Entry is processed, such entrant will be notified via email, whether such Entry has been successfully validated or a reason why such Entry could not be processed at such time, as determined by the Administrator in its sole and absolute discretion. It is the responsibility of the entrant to check the applicable email account/phone for such notification including in the inbox, spam or junk folders. Sponsor and Administrator do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a participant's mailbox or telephone to receive e-mail messages, text message or other communications. Sweepstakes is void where taxed, prohibited, or restricted by law. Entry obtained through unauthorized means or illegitimate channels will be void.

Entry that cannot be validated for any reason will be rejected, as determined by the Sponsor in its sole discretion. For example only, and not an all-inclusive list, an Entry will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by Sponsor or Administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons; or (viii) is incorrectly or incompletely entered or submitted.

Verification: All Entries and entrants may be subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Sweepstakes; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information for the purposes of this Sweepstakes; and/or (iii) for any other reason the Sponsor or Administrator deems necessary, in its sole and absolute discretion, for the purposes of administering this Sweepstakes in accordance with the Sponsor's interpretation of the letter and spirit of these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor or its Administrator, may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Sweepstakes computers, Administrator or Sponsor.

#### **4. SWEEPSTAKES DRAWING:**

Potential winners will be selected in a random drawing to be held on or about October 1, 2023, from among all eligible Entries received by Administrator, whose decisions are final in all matters relating to this Sweepstakes Drawing. Odds of winning depend on the number of eligible Entries received during the Sweepstakes Period.

#### **5. WINNER NOTIFICATION:**

All prizes will be awarded. Potential winners will be notified by email and prize won by an entrant will be awarded to the authorized account holder of the e-mail address submitted with the entry regardless of the individual who submitted the winning Entry.

If any prize or prize notification is returned as undeliverable, and/or if potential winner is not in compliance with the Official Rules (including eligibility requirements) then the potential winner will be disqualified and an alternate potential winner will be randomly selected from among remaining eligible, non-winning entrants, time permitting.

In the event of noncompliance, the prize will be forfeited, and an alternate potential winner will be randomly selected among remaining eligible, non-winning entrants, time permitting. Any prize notification or prize returned to the Sponsor or its agencies as

undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner.

Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

## **6. PRIZE DETAILS:**

Prize (100 total): Winner will receive a Brach's® Candy Corn Club membership comprised of three (3) subscription prize boxes. Each box to include Brach's® Candy Corn and/or Mellowcreme® candy products, and a mix of branded items such as a T-shirt, spatula and sunglasses. Complete contents of the subscription prize boxes are at the sole discretion of the Sponsor and are subject to change and availability. Subscription boxes will be delivered to winners' address. Prize box deliveries will take place in approximately October 2023, January 2024, and June 2024. If winner cannot accept the prize as specified, prize will be forfeited and will be randomly awarded to an alternate winner. Approximate Retail Value of prize box subscription is \$250.00. Any difference between stated value and actual value will not be awarded.

### For all Prizes:

If winner cannot accept the prize as specified, prize will be forfeited and will be randomly awarded to an alternate winner. Total ARV of the prize is \$25,000.00. Any difference between stated value and actual value will not be awarded.

Limit one (1) prize per person. Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If the prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law. Each Prize is provided "as is". To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.

Entrants acknowledge that the Released Parties (defined below) have neither 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 a prize, including any express warranties provided by any prize supplier that are sent along with a prize and any implied warranty of merchantability of fitness for a particular purpose. Any prize

pictured in online, television and print advertising, promotional packaging and other Sweepstakes materials are for illustrative purposes only. All properly claimed prizes will be awarded provided a sufficient number of eligible Entries are received, but under no circumstances will more than the advertised number of prizes be awarded.

All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a prize not specifically provided for in these Official Rules are solely the winner's responsibility.

**RELEASED PARTIES SHALL NOT HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO THE PRIZE OR ANY ACTIVITY RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

**7. PUBLICITY:**

By entering the Sweepstakes, entrant irrevocably consents to the use of their name, image, photograph, likeness, biographical information, Entry, and any video footage related to the prize, for Sponsor's advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

**8. RELEASE:**

By entering the Sweepstakes, Entrant agrees that Sponsor, Administrator any other Sweepstakes entity, their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives (collectively "Released Parties") are indemnified, released and will be held harmless by entrant from any and all liability, claims, or actions of any kind whatsoever for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from submitting an Entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership, acceptance, possession, misuse or use of a prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Each prize is offered and provided "as is" with no warranty or guarantee by Sponsor, either express or implied, including but not limited to, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. Any and all warranties and/or guarantees on the prizes (if any) are subject to the manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Sweepstakes, each winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the prizes.

Entrants agree to indemnify, defend, and hold harmless the Released Parties from any and all liability arising out of or relating in any way to entrant's participation in the Sweepstakes and to release all rights to bring any claim, action or proceeding against the

Released Parties arising out of participation in the Sweepstakes, use of the Sweepstakes website(s), or receipt or use of any prize, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of Entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. Entrants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of any Sweepstakes website(s), or the acceptance, receipt, or use of any prize or prize component. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

The Released Parties assume no responsibility for and will disqualify Entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the Entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. The Released Parties assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing Entries, identifying the winners, in the announcement of the prizes and winners, the delivery of the prizes, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system or software related to or resulting from participation in, uploading any materials or downloading any materials in the Sweepstakes. Use of any device to automate or subvert entry is prohibited and any Entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered or attempted to tamper with the entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such winner or the Released Parties into disgrace (e.g., including but not limited to, a person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. . If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any

of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of these Official Rules and any marketing or other materials used in connection with the Sweepstakes, the terms of these Official Rules will govern. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

**9. GENERAL CONDITIONS:**

Released Parties are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such Entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer, or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor, and will announce the termination on the Website. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Ferrara and will not be returned. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS

MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR ADMINISTRATOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

**10. DISPUTE RESOLUTION:**

As a condition of entering the Sweepstakes, entrant agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Sweepstakes, or prizes awarded, will be resolved individually, without resort to any form of class action; and 3) all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, but in no event will entrant be entitled to receive attorneys' fees or other legal costs. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations 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, 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 Illinois without giving effect to any choice of law or conflict of law rules. All entrants expressly agree that any legal proceedings arising out of or relating in any way to this Sweepstakes or these Official Rules must be brought only in the federal or state courts located in Cook County, Illinois, and entrants consent to the mandatory and exclusive jurisdiction of such courts with respect to any such legal proceedings.

**11. PRIVACY POLICY:**

See Sponsor's privacy policy located at <https://www.ferrarausa.com/privacy-policy> for details regarding the use of personal information collected in connection with this Sweepstakes. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly available winner's list. By participating in the Sweepstakes, entrants hereby agree that Sponsor may collect and use their personal information submitted with the entry. Among other things, the information you provide may be used to send you company updates and announcements from Sponsor concerning the company and its products. By participating in the Sweepstakes, entrants hereby agree that Sponsor may share their personal information submitted with the entry for the purposes of winner selection and fulfillment.

**12. SPONSOR:**

Ferrara Candy Company, 404 W. Harrison St. Suite 650, Chicago, IL 60607.



**13. SEVERABILITY:**

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**14. ADMINISTRATOR:**

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017.

**15. WINNER'S LIST:**

For the names of the winners, handprint your name and complete address on a 3" x 5" card and mail to: Brach's Candy Corn Club Sweepstakes Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by December 1, 2023.

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