

Entenmann's® Harlem Globetrotters Sweepstakes
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

1. DESCRIPTION OF SWEEPSTAKES: The Entenmann's® Harlem Globetrotter's Sweepstakes (the "Sweepstakes") is a random drawing promotion comprised of \$4,500.00 in prizes.

2. SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00:00 a.m. on January 29, 2017 Eastern Time ("ET") and ends at 11:59:59 p.m. ET on February 18, 2017 (the "Sweepstakes Period"). The Sponsor's computer is the official timekeeping device for this Sweepstakes.

3. ELIGIBILITY: Open to legal U.S residents of CT, DE, MD, NJ, NY and PA who are 18 years of age or older at time of entry. Void outside of CT, DE, MD, NJ, NY, PA and where prohibited by law. Employees, agents, successors, and assignees of Bimbo Bakeries USA, Inc. d/b/a Entenmann's Bakery ("Sponsor"), ACME® ("Administrator"), and each of their respective parent companies, subsidiaries, affiliates, distributors, advertising agencies and promotional companies involved in this Sweepstakes (collectively, the "Promotional Entities"), as well as the family and household members of same (including spouses, parents, step-parents, grandparents, children, step-children, grandchildren), shall be ineligible to participate in the Sweepstakes and shall be ineligible for any prize covered herein.

4. HOW TO ENTER: During the Sweepstakes Period there are two (2) ways to enter:

1) MyMixx Purchase: Visit www.acmemarkets.com/mymixx or download and install the free ACME mobile app and follow the instructions to sign up for the ACME MyMixx program (if you have not done so already). Then, follow the instructions in the MyMixx program to clip the Entenmann's® MyMixx offer and visit an ACME location to purchase the participating Entenmann's® product(s) and redeem the offer to automatically receive one (1) entry. If using your smartphone device, standard data rates may apply. See your wireless service provider for pricing plan details.

2) No Purchase Required Mail-In Entry: To receive one (1) entry without making a purchase or using the MyMixx program, print on a 3" x 5" index card your complete name, date of birth, address, city, state, zip code, day and evening phone numbers and mail it to: Entenmann's® Harlem Globetrotters Sweepstakes, 2950 Express Drive South, Islandia, NY 11749. You will receive one (1) entry for each mail-in entry you submit, subject to limitations. Any mail-in entry with incomplete information will be considered ineligible. Each entry must be in a separate postage-stamped outer envelope. No mechanical reproductions will be accepted. Neither Sponsor nor Administrator is responsible for lost, late, illegible, invalid, misdirected, mutilated, incomplete, or postage-due mail and/or entries, which will be disqualified. Mail-in entries become the property of Sponsor and will not be returned. All mail-in entries must be post-

marked by February 18, 2017 and received by February 21, 2017

ENTRY LIMIT: MAXIMUM OF 10 ENTRIES PER PERSON USING ONLY ONE (1) EMAIL ADDRESS DURING THE SWEEPSTAKES PERIOD, REGARDLESS OF METHOD OF ENTRY.

5. SELECTION OF WINNERS: Five (5) potential Grand Prize winners and five (5) potential First Prize winners will be selected randomly from among all eligible entries received during the Sweepstakes Period. Sponsor will conduct a random drawing ("Drawing") on February 24, 2017. Odds of winning depend on the number of eligible entries received at the time of the Drawing. Potential prize winners of the Drawing will be notified by telephone or email on or about February 24, 2017. Potential Grand Prize winners will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within five (5) business days of date appearing on prize notification. If a prize winner notification or a prize is returned as undeliverable, a potential prize winner is ineligible, a prize winner declines a prize, or a potential prize winner fails to respond to an attempted prize winner notification or execute any/all requested documentation within a reasonable period of time (as determined by Sponsor in its sole discretion), the applicable prize will be awarded to an alternate winner in a random drawing from among all remaining eligible entries. Limit one (1) prize per person per household.

6. PRIZES: Five (5) Grand Prize winners will each receive four (4) VIP tickets and four (4) Meet and Greet passes to a Harlem Globetrotter's event near winner's residence. Approximate Retail Value ("ARV") of each Grand Prize package is \$850.00. **Any and all transportation and accommodations associated with attending a Harlem Globetrotter's event will not be provided by Sponsor and will be each Grand Prize winner's sole responsibility.** Exact date and location of Harlem Globetrotter's event and seat location will be determined by Sponsor, in its sole discretion.

Five (5) First Place winners will each receive one (1) ACME Markets Gift Card worth \$50. ARV \$50 each.

Total ARV of all Prizes: \$4,500.00

Prizes are not transferrable and may not be redeemed for cash. Sponsor reserves the right to substitute a prize or any portion of a prize for an item of equal or greater value in the event an offered prize becomes unavailable for any reason. All costs and expenses associated with prize acceptance and use not specifically provided herein, including if a Grand Prize winner any and all transportation costs, accommodations, parking fees, meals, souvenirs and gratuities are the responsibility of the winners. Gift cards are subject to the standard terms and conditions listed thereon (including expiration dates). Winners will not receive compensation from Sponsor for tickets that the winner is unable to use due to cancellation of any Harlem Globetrotter's event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Grand Prize winners agree that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. All properly claimed prizes will be awarded. Winners are responsible for

any applicable taxes and will receive a Form 1099 for any prizes valued at \$600 or greater.

7. CONDITIONS OF PARTICIPATION: Winners may forfeit prize if Sponsor is unable to contact him or her by the second attempted notification. In such event, the applicable prize may be awarded to an alternate winner. Sponsor reserves the right to substitute prize for an item of equal or greater value in the event an offered prize becomes unavailable for any reason. All federal, state and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes.

8. PUBLICITY: Acceptance of a prize constitutes permission for the Promotional Entities and their agencies to use winner's hometown, opinions, name, likeness and/or voice for advertising and promotional purposes without additional compensation, except as otherwise prohibited by law.

9. PRIVACY POLICY: Any personally identifiable information provided by entrants during participation in the Sweepstakes will be used by Sponsor to administer this Sweepstakes and by Sponsor in accordance with Sponsor's Privacy Policy as stated at www.acmemarkets.com/privacypolicy and <https://bimbobakeriesusa.com/privacy-policy>, as may be revised from time to time.

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 the reasonable control of Sponsor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules 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 any and all remedies available from any such person to the fullest extent permitted by law. The failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. LIMITATIONS OF LIABILITY. The Promotional Entities are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, 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 part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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, provided that such confirmation occurs prior to the drawing. In the event of an early discontinuance of the Sweepstakes, for any reason, Sponsor, in its sole

discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. DISPUTES: Except where prohibited, each entrant agrees: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts in the Commonwealth of Pennsylvania; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, excluding attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain an award for, and each entrant hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses. All claims or disputes related to or involving these Official Rules and/or this Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

13. WINNER'S LIST: For the names of the winners, send a self-addressed, stamped envelope to: Entenmann's® Harlem Globetrotters Sweepstakes Winners, 25 Sylvan Road South Suite F, Westport, CT 06880.

SPONSOR: Bimbo Bakeries USA, Inc., 255 Business Center Drive, Horsham, PA 19044

ADMINISTRATOR: ACME, 75 Valley Stream Parkway, Malvern PA 19355.

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