

**Schmidt's Baking Co.
Coaches vs. Cancer Program – ACME Markets
TERMS AND CONDITIONS**

The Schmidt's Baking Co., Coaches vs. Cancer Program ("Program") is available at participating ACME Market locations in PA, NJ, DE, NY, CT and MD. Void outside of the states listed above and where prohibited. Program is subject to all applicable federal, state and local laws and regulations.

Program Dates & Overview: Program starts on January 25, 2019 and ends on February 21, 2019 ("Program Period"). Schmidt's Baking Co. (SBC) will donate a total of 10¢ to the Coaches vs. Cancer Program of the American Cancer Society for each purchase of Schmidt's Italian Bread- Seeded or Unseeded, Schmidt's Old Tyme Split Top Wheat, or Schmidt's Old Tyme Potato Bread during the Program Period at participating ACME Markets in PA, NJ, DE, NY, CT and MD. For more information about Coaches vs. Cancer, please visit <http://www.cancer.org/involved/participate/coachesvscancer/>.

How to Participate: During the Program Period, visit participating ACME Markets in PA, NJ, DE, NY, CT and MD. For each package of Schmidt's Italian Bread- Seeded or Unseeded, Schmidt's Old Tyme Split Top Wheat, or Schmidt's Old Tyme Potato Bread purchased during the Program Period, SBC will donate a total of 10¢ to the Coaches vs. Cancer Program of the American Cancer Society. Maximum total donation of \$5,000. Payments to the Coaches vs. Cancer Program of the American Cancer Society will be made within 30 days of the end date of the Program Period. Information concerning the Coaches vs. Cancer Program of the American Cancer Society, including financial, licensing or charitable purpose may be obtained, without cost, by writing: American Cancer Society, 1626 Locust Street, Philadelphia, PA 19103.

General Conditions: Employees, officers, directors, shareholders, agents, assigns and representatives of SBC, ACME Markets, Inc., the Coaches vs. Cancer Program of the American Cancer Society and their respective affiliates, subsidiaries and advertising and promotion agencies and (collectively, the "Released Parties") are not responsible for lost, late, incomplete, inaccurate, or delayed purchases, availability or accessibility or miscommunications or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or other errors or problems of any kind. Should any portion of the offer be, in SBC's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of SBC, corrupt or impair the administration, security, fairness or submission of information, SBC reserves the right at its sole discretion to terminate the Program. By participating, you agree (i) to be bound by these Terms and Conditions and the decisions of SBC which are final and binding, and (ii) to release and hold harmless the Released Parties against any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly from participation in this Program.

Disputes: Except where prohibited, participant agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Program shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Pennsylvania; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Program, and in no event shall participant be entitled to receive attorneys' fees or other legal costs or expenses; and (c) Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, participant's rights and obligations, or the rights and obligations of SBC in connection with the Program, shall be governed by, and construed in accordance with, the laws of State of Pennsylvania.

Charitable Organization:

American Cancer Society, 1626 Locust Street, Philadelphia, PA 19103. Tel: (888)-227-5445.

Provided By: Schmidt's Baking Co, 601 South Caroline Street, Baltimore, MD 21231. Tel: (410) 558-3025

Schmidt's Bakery Item	Size	UPC Number
Schmidt Italian Bread- Seeded	20oz	71010-20002-5
Schmidt Italian Bread- Unseeded	20oz	71010-20005-6
Old Tyme Split Top Wheat	22oz	71010-12005-7
Old Tyme Potato Bread	24oz	71010-12002-6