

# WERTHER'S JUST FOR YOU 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 Just For You 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 twenty-one (21) years old 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 April 16, 2018 at 9:00:00 a.m. Eastern Standard Time ("ET") and ends June 10, 2018 at 11:59:59 p.m. ET (the "Sweepstakes Entry Period"). The Sweepstakes Entry Period is divided into eight (8) Sweepstakes Weeks (as defined 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 [www.wertherscaramel.com](http://www.wertherscaramel.com) (the "Site"); (b) once you land on the Site, choose between the Cocoa Crème and the Vanilla Crème path experiences ("the Paths") and complete the chosen experience on the Path or Paths; (c) once you completed the Path or Paths, complete and submit the registration information requested, namely, your legal first name, legal surname and your valid email address, check the box to confirm that you are at least 21 years of age, and check the box that you have reviewed and agreed to these Official Rules; 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 one (1) entry for each Path per each Sweepstakes Week during the Sweepstakes Entry Period. 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 the Drawing Dates (as defined below) (once per week)

Sweepstakes Week	Sweepstakes Week Dates	Drawing Date
Week 1	April 16 – April 22	April 23, 2018
Week 2	April 23 – April 29	April 30, 2018
Week 3	April 30 – May 6	May 7, 2018
Week 4	May 7 – May 13	May 14, 2018
Week 5	May 14 – May 20	May 21, 2018
Week 6	May 21 – May 27	May 28, 2018
Week 7	May 28 – June 3	June 4, 2018
Week 8	June 4 – June 10	June 11, 2018

Each Sweepstakes Week, on the corresponding Drawing Date(s) as listed above, Administrator will select two (2) entries per Path in a random drawing from among all valid entries received for each Path during the Sweepstakes Week. 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) Cocoa Crème Path Prizes, namely, each a Cocoa Crème Indulgent Night In Box and there are sixteen (16) Vanilla Crème Path Prizes, namely, each a Vanilla Crème Spa Night In Box.

a. Each Verified Cocoa Crème Prize Package Winner will receive one (1) Cocoa Crème Indulgent Night In Box, containing two (2) bags of Werther's® Original® Cocoa Crème Soft Caramels, one (1) Werther's branded blanket, one (1) Werther's branded coffee mug, a prepaid card valued at \$15.00, and one (1) custom Werther's indulgence journal. Approximate Retail Value ("ARV") for each Cocoa Crème Prize Package \$85.00 USD. Prepaid card subject to additional terms and conditions set forth on card and card insert materials.

b. Each Verified Vanilla Crème Prize Package Winner will receive one (1) Vanilla Crème Indulgent Night in Box, containing two (2) bags of Werther's® Original® Vanilla Crème Soft Caramels, one (1) Werther's branded robe, one (1) non-edible vanilla-caramel bath bomb with organza bag, one (1) bath pillow, and one (1) custom Werther's indulgence journal. ARV for each Vanilla Crème Prize Package is \$85.00 USD.

Total ARV for all prizes is \$2,720.00.

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(s), in whole or in part, for one of equal or greater value. All federal, state and local taxes are solely the responsibility of Verified Prize Winner(s).

Prizes will be shipped to the address provided at the time of winner verification within 4-6 weeks after the end of Sweepstakes. 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 winners are subject to verification, including verification of age and mailing address within the United States for prize. Winner will receive an email notification to verify their eligibility and is required to reply within three (3) business days, or prize will be forfeited and an alternate winner may be contacted.

## **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.

## **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 <https://www.werthers-original.us/privacy>. 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 Just For You 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 [werthers@oxfordcommunications.com](mailto:werthers@oxfordcommunications.com)**