

**United Way of the Greater Lehigh Valley/PEEPS® Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the United States. Subject to all federal, state, and local laws, regulations, and ordinances. Sweepstakes begins on December 30, 2018 at 12:01 a.m. Eastern Time (“ET”) and ends on April 8, 2019 at 11:59 p.m. ET (the “Sweepstakes Period”). Sponsor’s computer is the official time keeping device for this Sweepstakes.

1. Eligibility: The United Way of the Greater Lehigh Valley/PEEPS® Sweepstakes (the “Sweepstakes”) is open to legal U.S. residents currently residing in the 50 United States and the District of Columbia who are 18 years old or the age of majority in their state of residence, whichever is older as of the date of entry. Employees, officers, and directors of United Way of the Greater Lehigh Valley (“Sponsor”), Arrowhead Promotion & Fulfillment Co. Inc. (“Administrator”), and Just Born Inc. (“Prize Partner”), or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant’s full and unconditional agreement to these United Way PEEPS® Sweepstakes Official Rules (“Official Rules”) and to Sponsor’s and/or Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winner(s).

2. Sponsor/Administrator: The Sweepstakes Sponsor is United Way of the Greater Lehigh Valley, 1110 American Parkway NE, Allentown, PA 18109. The Sweepstakes Administrator is Arrowhead Promotion & Fulfillment Co. Inc., 1105 8th St. SE Grand Rapids MN 55744].

3. How to Enter: There are three (3) ways to enter the Sweepstakes.

- A. Contribute to the United Way of the Greater Lehigh Valley Campaign 2018 Via Text Message: During the Sweepstakes Period, text “peepsunited” to the short code 40403 (the “Short Code”) and contribute a minimum donation of five dollars (\$5.00) to the United Way of the Greater Lehigh Valley Campaign 2018 (the “Campaign”). To complete your entry, complete a Sponsor pledge form or Workplace Giving Portal online pledge form available at www.unitedwayglv.org/peeps. Each \$5 donation will give 1 entry into the sweepstakes. Each \$5 increment over and above the first donation, will give another entry into the sweepstakes.

In order to submit an entry by text message, you must: (i) have a plan with a wireless carrier that includes a text messaging service; and (ii) use a wireless device that is capable of two way text messaging. By sending a text message to enter, you signify that you understand that Sponsor and/or Administrator may send a reply text message using an automated dialing device to the phone number associated with the wireless mobile device you used to enter confirming your entry into the Sweepstakes and your consent to receive that message. You also consent to being notified via text message to the phone number associated with the

wireless mobile device you used to enter if you are selected as a potential winner. **If you do not want to receive any such text messages, then you should enter the Sweepstakes using one of the two other options described below. YOU MAY BE CHARGED A FEE FOR MESSAGE TRANSMISSION AND DELIVERY BY YOUR CELLULAR NETWORK CARRIER.** If you opt to enter via your wireless mobile device (which is not required to enter the Sweepstakes and may only be available via participating wireless carriers), **standard text messaging and/or data rates may apply** for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or may be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Text **STOP** to unsubscribe. Text **HELP** for help. If you unsubscribe, Sponsor and/or Administrator may send you a text message confirming that you have been unsubscribed and you will not receive any additional messages unless you re-subscribe. Sponsor and/or Administrator in their sole discretion may add or delete a cellular carrier at any time, without notice. Proof of text messaging the Short Code is not considered proof of delivery to or receipt by Sponsor and/or Administrator of such Sweepstakes entry.

IF YOU ENTERED BY TEXT MESSAGE AND YOU ARE SELECTED AS A POTENTIAL WINNER, THEN YOU MAY RECEIVE NOTICE THAT YOU ARE A POTENTIAL WINNER VIA TEXT MESSAGE REGARDLESS OF WHETHER YOU OPTED OUT OF RECEIVING OTHER PROMOTIONAL AND MARKETING TEXT MESSAGES FROM THE SPONSOR.

- B. Contribute to the United Way of the Greater Lehigh Valley Campaign 2018 Online: During the Sweepstakes Period, visit www.unitedwayglv.org/peeps and contribute a minimum donation of five dollars (\$5.00) to the Campaign. To complete your entry, complete a Sponsor pledge form or Workplace Giving Portal online pledge form. Each \$5 donation will give 1 entry into the sweepstakes. Each \$5 increment over and above the first donation, will give another entry into the sweepstakes.
- C. FREE ALTERNATIVE METHOD OF ENTRY: Mail a 3x5 card with your name, mailing address, email address, and phone number to United Way GLV Peeps Sweepstakes Dept. S7794 PO Box 4006 Grand Rapids MN 55730-4006. Limit one (1) entry per stamped outer envelope. Each 3x5 card will give 1 entry into the sweepstakes. Each 3x5 card over and above the first 3x5 card, will give another entry into the sweepstakes. P.O. Boxes are not permitted. You must provide all required information to be eligible to enter and win.

All potential winners are subject to verification before any prize will be awarded. By registering, you agree that, Administrator and/or Prize Partner may contact you via social media, including on Facebook, Instagram or Twitter by sending you a direct message, tagging you, posting to your

social media page or naming you on Sponsor or Prize Partner's social media pages. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by the contestant. No copies, facsimiles, or mechanical reproductions of any entry form will be accepted. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's plays and/or entries, and that participant may be disqualified at Sponsor's and/or Administrator's discretion. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor and/or Administrator or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

4. Selection of Winner(s): On or about April 12, 2019, Sponsor will select the name of the potential winner in a random drawing from among all eligible entries received. The odds of winning are based on the number of eligible entries received. The potential winner will be notified by telephone on or about April 15, 2019. The potential winner will have 48 hours to respond to the phone call. If he/she responds, an Affidavit of Eligibility, Liability, and Publicity Release will be sent via FedEx. Except where legally prohibited, the potential winner must sign, have notarized and return, within 5 days in order to claim the prize. If a potential winner cannot be contacted in person via telephone, after the first attempt to contact him/her, or if he or she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, or if potential winner and his or her companions are unavailable to travel within any time period specified by Sponsor or Prize Partner, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only five (5) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. Prizes: One (1) Prize will be awarded. The Prize consists of: (a) a private factory tour for the winner and up to three (3) guests of the marshmallow PEEPS® facility at Just Born Headquarters in Bethlehem, PA; (b) a gift certificate for two hundred and fifty dollar (\$250.00) valid at the PEEPS® & Co. store in Bethlehem, PA; (c) hotel accommodations for winner and up to three (3)

guests for two (2) nights (standard room, double occupancy) in Bethlehem, PA; and (d) round trip air transportation for winner and up to three (3) guests to and from winner's city of residence (if required). Approximate Retail Value ("ARV") of Prize: three thousand eight hundred and fifty dollars (\$3,850.00). Limit one (1) prize per person and per household.

PRIZE RESTRICTIONS: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, including but not limited to, change of air travel fees, ground transportation, automobile insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

Travel must be completed by December 31, 2019. Sponsor will, in its sole discretion, make specific travel arrangements based on location of winner. Winner and winner's guests must travel together. Travel subject to availability and blackout dates. Winner and winner's guests are responsible for obtaining all necessary travel documents. Travel arrangements must be made through Sponsor's agent and on an airline carrier of Sponsor's choice. If required, winner must be available to travel on dates specified by Sponsor or risk forfeiting Prize. Certain travel restrictions may apply. Winner's travel companions must be at time of prize fulfillment the age of majority in the jurisdiction in which he or she resides (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian, and must complete and return a liability/publicity release prior to prize award. If any travel companion is a minor in his or her state of residence, minor's parent/legal guardian must complete and return all releases on behalf of minor. Winner and winner's guests must travel together on the same itinerary. If winner elects to travel or participate in the prize travel with fewer than three (3) guests, no additional compensation will be awarded. If winner elects to travel or participate in prize travel with more than three (3) guests, such additional guest(s) shall be responsible for any and all costs associated with such travel and accommodation. Winner and winner's guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Sponsor. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the prize winner's and his or her guests' transportation and such contracts shall be solely between the prize winner, his or her guests and such transportation companies. Lost, stolen or damaged airline tickets will not be replaced or exchanged. No stopovers are permitted on tickets issued as part of the prize. If a stopover occurs, the prize travel will terminate and winner and his or her guests will be responsible for the full fare which will be charged from the stopover point for the remaining trip segment(s),

including the return. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any air carrier(s) or other transportation companies or any other persons providing any of these services to passengers including any results thereof such as changes in services or accommodations necessitated by same. Airline tickets issued in connection with the prize may not be eligible for frequent flyer miles or upgrades. Winner and winner's guests must comply with all hotel check-in requirements, including, but not limited to, the presentation of a payment card. Air transportation and hotel accommodations must be taken together and cannot be taken separately.

In the event winner and/or winner's guests engage in behavior during travel that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor, Administrator, Prize Partner, or any of their respective services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the travel early, and send winner and/or winner's guest(s) home with no further obligations or compensation whatsoever to winner and/or winner's guests (which may, in Sponsor's sole discretion, result in such winner's disqualification from the Sweepstakes and forfeiture of any (and/or all) prize(s)). In the event winner or winner's guests engage in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner or winner's guest(s) to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner or winner's guest(s) as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S OR GUESTS' ACCEPTANCE OR USE OF THE PRIZE.

6. GENERAL CONDITIONS: This Sweepstakes is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor, Administrator, Prize Partner, and their agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor and/or Administrator. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL DELIBERATELY TO DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR 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 PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor and/or Administrator reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the

entry process, the website, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Sweepstakes (or any portion thereof); (b) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SPONSOR, ADMINISTRATOR, PRIZE PARTNER, FACEBOOK, INSTAGRAM, TWITTER AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. [BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON

TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, ARE 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. 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 arbitration pursuant to the rules of the American Arbitration Association then effective; (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 Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Lehigh County, Pennsylvania shall be the exclusive forum for any dispute relating to these Official Rules and/or the Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to personal jurisdiction in Lehigh County, Pennsylvania.

9. PRIVACY: Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.unitedwayglv.org/privacy-policy>. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

10. OFFICIAL RULES AND WINNERS LIST: For a copy of the Official Rules, go to www.unitedwayglv.org/peeps by April 8, 2019. For a list of winners available after April 15, 2019, send a self-addressed, stamped envelope for receipt by July 20, 2019 to: United Way GLV Peeps Sweepstakes Dept. S7794WL PO Box 4006 Grand Rapids MN 55730-4006. Vermont residents may exclude return postage on requests for Official Rules.

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