



Drake's Cake Baseball Fan Package Giveaway  
("Official Rules")

The Drake's Cake Baseball Fan Package Giveaway (the "Giveaway") is sponsored by McKee Foods Corporation with offices located at 10260 McKee Road, Collegedale, TN 37315 ("Sponsor"). Sponsor, its subsidiaries and affiliates, and any other companies or agencies associated with the Giveaway (such as advertising, promotion, fulfillment or judging agencies), together hereinafter will be referred to as the "Giveaway Entities." Participation in the Giveaway constitutes the entrant's ("you" or "your") full and unconditional agreement to and acceptance of these Official Rules, including the decisions and interpretations of Sponsor, which are final and binding on all matters relating to the Giveaway.

- 1. NO PURCHASE IS NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.**
- 2. Giveaway Dates:** The Giveaway begins on Friday, March 1, 2019 at 12:00 PM Eastern Time ("ET") (the "Giveaway Start Date") and ends on Sunday, March 31, 2019 at 11:59 AM ET (the "Giveaway End Date"). Sponsor's designated computer is the official time clock for the Giveaway. The period from the Giveaway Start Date through the Giveaway End Date is referred to as the "Giveaway Period."
- 3. Who Can Enter:** The Giveaway is open to all legal residents of the contiguous United States and the District of Columbia who are at least eighteen (18) years or older (nineteen (19) years or older for Alabama and Nebraska residents) at the time of entry. Employees of the Giveaway Entities and their immediate family members (defined as parents, parents-in-law, children, siblings and spouse (including common law), regardless of where they reside) of each employee are not eligible to enter the Giveaway or to win the Giveaway prizes. Any other persons with whom such employees are domiciled are also ineligible to enter the Giveaway or win the Giveaway prizes.
- 4. How to Enter:** During the Giveaway Period, you may enter this Giveaway by visiting <https://drakescake.com/baseballfan/> (the "Website") and following the Website's instructions. You must complete the entry form with all required information

(which will include your full name, email, country and state of residence and age) on the entry form submission page and agree to these Official Rules.

- 5. Additional Entries:** Provided you have already entered the Giveaway by visiting the Website, you may qualify for additional entries during the Giveaway Period if you also do one or more of the following: (i) follow Sponsor's Drake's Cake social media account on Twitter and share the Website entry link on your account(s) on Twitter; and/or (ii) share the Website entry link via email using the share feature posted at that link.
- 6. Limitations on Entry:** There is a limit of one (1) entry per person per twenty-four (24) hour period during the Giveaway Period except if you qualify for additional entries. Additional entries are also limited to one (1) entry per person per twenty-four (24) hour period per sharing method. If more than one (1) entry is received from an entrant using the above-described methods, only the first entry will be included and later entries will be disqualified except if you qualify for additional entries. You are ineligible to win more than one Prize during the Giveaway Period. Prize Winners may be required to provide valid and legal proof of identification. All entries must be fully and accurately completed. Use of any automated system to participate in the Giveaway or subvert the entry process is prohibited and will result in disqualification and all associated entries will be void. Giveaway Entities will not be responsible for incomplete, inaccurate, late, or stolen entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaway, the processing of entries, the announcement of the Prizes or in any Giveaway-related materials. In the event of a dispute over the ownership of an entry, entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person(s) assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Giveaway.

**7. Prize Details:**

Grand Prize: The Grand Prize Winner will win a two night, three day trip (including hotel and coach airfare) for two (2) to a Major League Baseball ("MLB") game in a city in the contiguous U.S. of the Grand Prize Winner's choice (ARV \$2,565) (the "Grand Prize").

Second Prize: Five (5) Second Prize Winners will win one (1) MLB.com Gift Card with a value of \$100 redeemable toward Major League Baseball game tickets and/or

merchandise subject to restrictions (each, a “Second Prize”). Partial gift card balances cannot be exchanged for cash. Other restrictions may apply.

Third Prize: Twenty (20) Third Prize Winners will each win one (1) case of Drake’s Ring Dings® (ARV \$29.28) (each, a “Third Prize”).

Taxes, if any, on Prizes are the responsibility of the Winners. An IRS 1099 will be issued where required. Prizes are non-transferable, non-exchangeable, have no cash value (unless required by law), and cannot be substituted or replaced if destroyed, lost, mutilated, or stolen. Standard coupon terms and conditions apply. Sponsor makes no warranties or disclaimers concerning the Prizes. Sponsor reserves the right to substitute alternative prizes of greater or equal value if for any reason any Prize becomes unavailable. Any difference between the stated ARV and the actual ARV will not be awarded.

### Travel Details

The Grand Prize Winner will win two (2) tickets in lower level seats for a regular season MLB game taking place on a Saturday or Sunday in a city as selected by the Grand Prize Winner; a two (2) night, three (3) day weekend stay for two (2) in a standard room at a Hyatt, Marriott, Wyndham, Sheraton or comparable standard hotel, as selected by Sponsor, in the city in which the selected MLB game will take place; and coach round-trip air transportation for two (2) from a major metropolitan airport close to the Grand Prize Winner’s city of residence within the contiguous U.S. to the city in which the selected MLB game will take place.

Travel is from the contiguous U.S. only. Airline baggage fees for one (1), non-overweight checked bag per person, as well as hotel and airfare taxes and service and processing fees, are included. All travel arrangements will be made by a designated Sponsor representative whose decisions regarding the itinerary are final. Selection of airline and airport shall be at the discretion of Sponsor or its designee. Grand Prize Winner and his or her travel companion(s) must have valid travel documents prior to departure, and failure to do so may result in forfeiture of the Grand Prize. The Grand Prize Winner is solely responsible for satisfying all legally required conditions of travel. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the Grand Prize Winner from traveling, in which event any missed portion of the Grand Prize trip is forfeited in its entirety and no substitution will be provided. All other expenses not specified above, including, but not limited to, meals, beverages, hotel activities, excursions, minibar fees, gratuities, incidentals, service charges, surcharges, rental car and travel insurance, change-of-ticket fees, unspecified taxes, airport transfers and other transportation are the sole responsibility of the Grand Prize Winner. Business and First Class upgrades, extra hotel nights, and flight and hotel options for additional guests, may be available at the time of booking for an additional fee. Use of frequent flyer miles for upgrades is dependent on specific ticket restrictions as determined by the airline’s frequent flyer program. Travel must be booked a minimum of ninety (90) days in advance of travel dates and must be

completed by March 31, 2020. MLB tickets and travel dates are subject to availability. Blackout dates apply. The Grand Prize Winner is encouraged to book early. Final actual value of each Grand Prize may vary at time of booking, and travel may be more or less depending on point of origin and ticket availability. Any unused portion of the Grand Prize is not transferable or exchangeable and cannot be redeemed as cash.

Taxes, if any, on Prize are the responsibility of the Winner. An IRS 1099 will be issued where required. Prizes are non-transferable, non-exchangeable, have no cash value (unless required by law), and cannot be substituted or replaced if destroyed, lost, mutilated, or stolen. Sponsor makes no warranties or disclaimers concerning the Prize. Sponsor reserves the right to substitute an alternative prize of greater or equal value if for any reason the Prize or any portion thereof becomes unavailable. Any difference between the stated ARV and the actual ARV will not be awarded.

#### **8. Awarding of Prizes:**

If you have won a Prize, you will be contacted within two (2) weeks after the end of the Giveaway Period by mail or electronic mail, using the contact information provided on your online entry form, to confirm your entry and eligibility. Winner(s) will be randomly selected from all eligible entries received during the Giveaway Period.

To be confirmed as a winner of the Prize, you will be required to complete and return an Affidavit of Eligibility and Release form before being awarded your Prize. If the Winner does not meet all eligibility requirements, has not complied with these Official Rules, cannot be contacted, does not respond within seven (7) days from the date Sponsor first tries to notify him/her, does not return the Affidavit of Eligibility and Release form and/or if the Prize or Prize notification is returned as undeliverable, such Winner forfeits all rights to claim or receive the Prize and an alternate winner will be selected, time permitting.

If a Prize is returned as undeliverable, you forfeit your right to claim or receive the Prize and an alternate Winner will be selected using the methods described above.

All decisions concerning the Prizes are solely within the discretion of Sponsor. Odds of winning may depend upon the number of eligible entries received.

By accepting a Prize, the Winner acknowledges compliance with these Official Rules. PRIZES ARE AWARDED AS IS AND WITHOUT CONDITION, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

- 9. Privacy:** All entrants shall be subject to and protected by the Privacy Policy on the Drake's Cake website, available online at <https://www.drakescake.com/9/privacy#navigation> (the "Privacy Policy"). By entering the Giveaway, you acknowledge that you have read and understand the Privacy Policy and you agree to its terms.

- 10. Publicity:** Acceptance of a Prize constitutes permission for the Giveaway Entities to use each Winner's name, likeness, photo, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law.
- 11. Disqualification:** The following are prohibited and will result in automatic disqualification from the Giveaway: (1) using any method that artificially increases odds of winning, including without limitation internet bots, web robots, www robots or any other type of bots; (2) non-compliance with these Official Rules; and (3) any other act that the Giveaway Entities determine, in their sole discretion, jeopardizes the integrity of the Giveaway.
- 12. Release of Liability:** By entering the Giveaway, each entrant (a) agrees to be bound by these Official Rules and the decisions of Sponsor or its designees, which shall be final and (b) agrees to release and to hold the Giveaway Entities, and their respective parents, shareholders, directors, officers, employees, representatives, agents, affiliates, subsidiaries, and legal advisors, harmless against any and all claims, losses, rights, liabilities and damages, and actions of any kind arising out of their participation in the Giveaway and/or the acceptance and use of any Prize. The foregoing release includes, but is not limited to, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Under no circumstances shall any of the Giveaway Entities have any liability or responsibility for: (1) incorrect or inaccurate entry information, or faulty, failed, garbled or jumbled electronic data transmissions; (2) any unauthorized access to or theft, destruction or alteration of entries at any point; (3) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the Giveaway; (4) inaccessibility or unavailability of the Internet or a Giveaway site or any combination thereof; (5) any injury or damage to a participant's or to any other person's computer, tablet, mobile device or other electronic device that may be related to or result from any attempt to participate in the Giveaway or download any materials in the Giveaway; or (6) any typographical error or other error in these Official Rules or in any other communication relating to the Giveaway. All entries become the property of Giveaway Entities.
- 13. Arbitration/Choice of Law:** Except where prohibited by law, participants agree that any and all disputes, claims and causes of action arising out of or connected with this Giveaway shall be resolved exclusively by arbitration in Richmond, Virginia pursuant to the Commercial Arbitration Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Giveaway, excluding in all events attorneys' or other related fees and punitive, exemplary, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Giveaway shall be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to any choice of

law or conflict of law rules or provisions (whether of the State of Virginia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.

**14. General Terms and Conditions:** 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 this Giveaway. This Giveaway is void where prohibited by law. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements as set forth herein. Sponsor is not liable for any injury or damage to an entrant's or any other person's computer or its contents related to or resulting from participation or downloading any materials in this Giveaway, or other technical difficulties or failures or other errors of any kind. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Giveaway as solely determined by Sponsor. In the event the Giveaway is compromised by a virus, unauthorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Giveaway, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Giveaway. Should the Giveaway be terminated prior to the end of the Giveaway Period, Sponsor reserves the right to award prizes based on the nonsuspect, eligible entries received before the termination date. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**15. Winners' Name and Official Rules:** To obtain a winners' list and/or a copy of these Official Rules by mail, mail a self-addressed stamped envelope to Official Rules or Winners' List, Drake's Cake Baseball Fan Package Giveaway, 10260 McKee Road, Collegedale, TN 37315. Mail must be received by 12:00 PM ET on May 1, 2019.