



**NIELSEN · MASSEY**  
FINE VANILLAS & FLAVORS

### **Nielsen-Massey Vanillas #NMVBaketoShare Sweepstakes Official Rules and Disclaimer**

By entering into the #NMVBaketoShare Sweepstakes, also known as the “Bake to Share Sweepstakes” (“Sweepstakes”), you (“entrant” “participant” or “you”) agree to abide by these Official Sweepstakes Rules and Legal Disclaimer (the “Official Rules”) and the decisions of Nielsen-Massey Vanillas (“Sponsor”) as administered by Wilks Communications Group (the “Administrator”) located at 550 West Van Buren St. Suite 250, Chicago IL 60607, such decisions which are final and binding in all respects.

**No purchase or payment is required to enter, win or claim a prize. A purchase will not increase an entrant’s chances of winning.**

**Void where prohibited or restricted by law. Winner is responsible for the payment of any applicable taxes on the Prize (defined below).**

**You hereby acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram.**

#NMVBaketoShare Sweepstakes is sponsored by Nielsen-Massey Vanillas.

1. The Sweepstakes begins September 8, 2020 at 12:00:00 a.m. CST and ends December 31, 2020 at 12:00:00 a.m. CST (the “Sweepstakes Period”). Sponsor's clock shall be the official timekeeper for the Sweepstakes.
2. Eligibility: The Sweepstakes is open solely to all legal residents of the fifty (50) United States and the District of Columbia, except for Rhode Island, who have reached the age of majority in their state of domicile at the time of entry. Employees of Sponsor, Administrator their parent company, subsidiaries, affiliates, prize suppliers and advertising and promotion agencies, and their immediate family members (i.e., spouse and parents, children, siblings and their respective spouses regardless of where they live) and individuals living in the households of the above, whether related or not, are not eligible to enter or win a prize. All applicable federal, state and local laws and regulations apply. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void where prohibited or restricted by law.
3. How to Enter: No purchase necessary to enter or win. A purchase will not improve your chance of winning. You may enter by uploading a static photo to your feed of you baking at home to share with a loved one during the holiday season to Instagram and using hashtag #NMVBaketoShare (the “Hashtag”) during the Sweepstakes Period (the “Post”). Instagram Story photos are not eligible for entry. The Post must be first posted during the Sweepstakes Period. Entrants may not add the Hashtag to a preexisting post. For valid entry, your Instagram profile must be public throughout the Sweepstakes Period. There is no cost affiliated with any method of entry. Each submission will count as one (1) entry. No other method of entry is permitted. No limit on entries per person throughout the entire Sweepstakes Period. No mechanically reproduced or automatically generated entries are permitted. Any entrant using fraudulent means to participate in the Sweepstakes will be disqualified and may be guilty of violating

applicable criminal laws. Incomplete, illegible or garbled entries will be disqualified. There will be no verification of receipt of entries. If you enter using a mobile device, standard data charges may apply from your carrier. Entrants should consult their wireless service providers regarding their pricing plans. Standard message and data rates may apply.

To enter via Instagram, you will need a mobile device that can access the internet and uses either the Apple or Android platform. Additionally, individuals will need to download the Instagram application from their mobile device's app store and sign-up for an Instagram account ("Instagram Account"). Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, entrants will be required to agree to the Instagram terms of service and privacy policy. After you have an Instagram Account, to enter the Sweepstakes submit your entry by logging into your Instagram Account and posting a photo as described below.

If your Instagram Account is set to "private", your post may not be visible to Sponsor or Administrator and, therefore, will not be received, resulting in your failure to enter the Sweepstakes. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. Posts not received by Sponsor will not be entered into the Promotion. All entries, once provided, are Sponsor's sole and exclusive property. Eligibility is at the exclusive discretion of Sponsor, and Sponsor shall be entitled to reject any entrant for any reason or no reason at all without having to provide an explanation.

4. Entry Limit: No limit on number of entries per person during Sweepstakes Period. Participants may only win one (1) time during the Sweepstakes Period.
5. Entry Requirements: All entries must comply with the following restrictions:
  - A. Must be a legal resident of the fifty (50) United States and the District of Columbia
  - B. Must be the age of majority in their state of domicile at the time of entry.
  - C. A newly published Photo containing approved content and the Hashtag will qualify an entrant.
  - D. By entering, you understand that your entry may be posted online, in Sponsor's sole discretion, to be viewed by members of the general public.
  - E. Entrants may not copy or otherwise plagiarize any portion of the entry from any source;
  - F. Must not disparage Sponsor, Administrator or any other person or party;
  - G. Must not contain material that is inappropriate, indecent, lewd, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor and at Sponsor's sole discretion);
  - H. Must not contain or use material that violates another person's rights of privacy or promotes racism, hatred or harm against any group or individual, or promotes discrimination based on race, gender, ethnicity, nationality, religion, disability, sexual orientation, political orientation, citizenship, marital status or age (as determined by Sponsor and at Sponsor's sole discretion);
  - I. Must not contain any viruses, spyware or malware that are designed to harm the functionality of a computer
  - J. Must comply with all other requirements as set forth herein.

Note: If any entry fails to comply with these Entry Requirements or any other sections of these Official Rules, Sponsor and Administrator reserve the right to disqualify an entrant.

6. **Provision of Materials and Information/Intellectual Property:** By entering into the Sweepstakes, entrant represents and warrants as follows: (1) that it fully owns or has properly licensed whatever materials or information it submits hereunder in connection with the Sweepstakes and can make such submissions without violating any applicable law, agreement with any third-party, and/or third-party right of any kind (including without limitation any intellectual property, data protection, privacy, or publicity right); and (2) that any and all materials or information provided by it hereunder shall be true and correct in all respects. Furthermore, without limitation on anything set forth herein to the contrary, Sponsor and Administrator shall have the irrevocable, transferable, and fully sublicensable right and license (but not the obligation) to exploit any and all such materials or information in any manner it so elects to conduct or promote the Sweepstakes, its business, brand, products, and/or services, throughout the world in perpetuity, and in any and all media, now or hereafter known.
7. **Selection of Winners.** Four (4) winners will be chosen at the rate of one (1) per month. Winners will be selected at random within the first week of the following month (Week of October 5, 2020; Week of November 2, 2020; Week of December 1, 2020; Week of January 4, 2021.) Any eligible entries will be included in each drawing regardless of when such entries were submitted during the Sweepstakes Period. The winners will be selected in a random drawing by Sponsor using Woobox. Each winner is deemed to be a potential winner, pending verification of the entrant's eligibility and compliance with these Official Rules as determined by Sponsor or Administrator, in their sole and absolute discretion.
8. **Prizes, Approximate Retail Value ("ARV") and Odds of Winning:**
  - A. **Prizes:** Four (4) prize packs will be awarded in accordance with the above schedule. Each prize pack consists of Nielsen-Massey Vanillas Madagascar Bourbon Pure Vanilla Extract, Mexican Pure Vanilla Extract, Tahitian Pure Vanilla Extract, Ugandan Pure Vanilla Extract, Indonesian Pure Vanilla Extract, Madagascar Bourbon Pure Vanilla Bean Paste, Pure Lemon Paste, Pure Peppermint Extract, Pure Almond Extract, Pure Chocolate Extract, Pure Lemon Extract, Madagascar Bourbon Pure Vanilla Sugar, Rose Water (collectively the "Prize"). (ARV: \$215.00 USD).
  - B. **Total ARV:** The total retail value for each Prize is \$215.00 USD. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash
  - C. **General Information:** Only the Prize stated in these Official Rules will be awarded. If, for any reason, more Prize notifications are sent (or more claims received) than the number of Prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. No more than the number of prizes stated in these Official Rules will be awarded. Limit one (1) Prize per person/household. No other Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value, or compensate a winner with the Prize value of \$215.00 USD, at Sponsor's option or as required by law, in case of unavailability of a Prize or force majeure.
  - D. The odds of winning depend on the number of entries received.
  - E. Sponsor will not replace any lost or stolen prize items. Prize will only be awarded and/or delivered to addresses within the U.S.

F. Subject to applicable law, the Prize is offered "as is" without any express or implied warranty of any kind or nature, including without limitation, any warranty respecting condition, merchantability, quality, title, or fitness for a particular purpose. Sponsor is not responsible for replacing the Prize if damaged unless such damage is caused by Sponsor. Winner must look to the Prize's manufacturer for potential guarantees or warranties of any kind.

9. Winner Verification and Notification: Potential winners are subject to verification of eligibility and compliance with these Official Rules. Announcement and instructions for the Prize will be sent by private message to the potential Prize winner's Instagram account, including requesting the potential winner to provide his/her complete first and last name (no initials), email address, physical mailing address, telephone number and date of birth. The winner must have a government-issued photo identification to claim his or her Prize. In the event of a dispute with respect to entries received from more than one user having the same account, the authorized subscriber of the account in question at the time of entry will be deemed the proper entrant. Once the potential winner's initial information is received, Administrator will send an email within approximately forty-eight (48) hours with further instructions on how to claim the Prize, and the potential winner has forty-eight (48) hours to respond to the Administrator's email with the requested information or the Prize may, at the Sponsor's sole discretion, be forfeited. Each entrant is responsible for monitoring his/her Instagram or email account for Prize notification and receipt or other communications related to this Sweepstakes.

If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, the Prize may be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries as determined by Sponsor in its sole discretion. The return of the Prize notification or Prize as undeliverable may also result in disqualification and an alternate winner may be selected. Administrator will attempt to notify each potential winner as set forth above, but Administrator and Sponsor are not responsible for any undelivered direct messages, emails or other attempts at contact, including, without limitation, emails that are not received because of a winner's privacy or spam filter settings which can divert any Sweepstakes message or email, including any winner notification email, to a spam or junk folder. The right to receive a Prize is non-assignable, non-transferable, and no Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value or provide the cash value, at Sponsor's option or as required by law. Any and all other costs and expenses not expressly stated herein are the sole responsibility of the winner. All federal, state and local taxes imposed on the acceptance of a Prize are solely the responsibility of each winner.

Entry materials that have been tampered with or altered are void. If in the Sponsor's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify, suspend, or terminate the Sweepstakes, or to conduct a random drawing to award the prizes using all eligible, non-suspect entries received as of the termination date. Should the Promotion be terminated prior to the stated expiration date, notice will be posted on the Website. CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY ] UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK

REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

10. Limitation of Liability: By participating in the Sweepstakes, each entrant agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all respects and cannot be appealed. By participating in the Sweepstakes, entrants agree to release, indemnify and hold harmless Sponsor, its parent company, subsidiaries, affiliates, Administrator, Instagram and advertising and promotion agencies, and each of their respective agents, representatives, officers, directors, shareholders and employees (collectively, "Released Parties") from and against any injuries, losses, damages, claims, actions and any liability caused in whole or in part, directly or indirectly, from participation, or inability to participate in the Sweepstakes or acceptance, possession, use, misuse or nonuse of any Prize that may be awarded or use of Sponsor's right to exploit entrant's name and/or likeness or fully exploit any other right granted to Sponsor hereunder no matter under what theory arising, even if any Released Parties have been advised of the possibility of such damages. Released Parties are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or that may arise in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the Prizes or in any Sweepstakes-related materials; any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; or for transactions or mail that is lost, stolen, late, misdirected, damaged, incomplete, inaccurate, garbled, undelivered, delayed, illegible or postage-due, or for applications, transactions that fail to enter into the processing system, or are processed, reported or transmitted late or incorrectly or are lost for any reason including computer, paper transfer, human or other error. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise, corrupt, or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor, in its sole discretion, reserves the right to disqualify any individual who tampers with the entry process and/or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing and award the Prize using all eligible non-suspect entries received during the Sweepstakes Period. As a condition of entering the Sweepstakes, participant agrees that (1) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, indirect, consequential or any other damages, other than for actual out-of-pocket expenses; (2) all 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 (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify Prize award procedures.

You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR

RELEASED PARTY.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

THE RELEASED PARTIES ENTIRE LIABILITY WITH RESPECT TO ANY PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, THESE OFFICIAL RULES, AND/OR ANY PARTICIPANT'S RECEIPT, POSSESSION, MISUSE OR USE OF A PRIZE SHALL BE LIMITED TO \$215.00 USD. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. **Governing Law:** The Sweepstakes and Official Rules shall be interpreted in accordance with the laws of the State of Maryland without regards to its principles of conflicts of law. Jurisdiction and venue shall be solely within the State of Maryland relating to the administration of the Sweepstakes.
12. **Privacy Policy:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor, Administrator or its agents and used by Sponsor, its affiliates, agents, and marketers and disclosed to third parties for the sole purpose of the proper administration and fulfillment of the Sweepstakes and to exercise the rights hereunder as described in these Official Rules. By entering into the Sweepstakes, you agree to Sponsor's collection and use of their personal information. For more information on Sponsor's handling of personal information, see Sponsor's Privacy Policy, a copy of which can be found at the following link: <https://nielsenmassey.com/privacy-policy/>
13. **Winners List:** To request the name of the Prize winner, send an email with subject line to: "Nielsen-Massey #BaketoShare Sweepstakes" to [hello@nielsenmassey.com](mailto:hello@nielsenmassey.com). Requests must be received no later than January 2, 2021. The Prize winner's name will be provided when all drawings have been conducted and the winners verified.