

**Werth It Cocoa Creme Sweepstakes ("Sweepstakes")
2017 OFFICIAL RULES**

NO PURCHASE NECESSARY. A purchase or payment of any kind will not increase your chances of winning. This sweepstakes is subject to applicable federal, state and local laws and regulations. Void where prohibited. Void outside the 50 United States and the District of Columbia. Open to legal residents of the United States and the District of Columbia, excluding residents of Rhode Island, Alaska and Hawaii. Must be at least 21 years of age to enter.

Sponsor: Storck USA, L.P. 325 N. LaSalle, Suite 400, Chicago, IL 60654

Administrator: Oxford Communications, 11 Music Mountain, Blvd., Lambertville, NJ 08530.

1. **ELIGIBILITY:** Open to legal residents of the United States and the District of Columbia, excluding residents of Rhode Island, Alaska and Hawaii. Must be 21 years of age or older to enter. Employees of Sponsor, Administrator and anyone involved in the administration of the Sweepstakes and any of their parent and affiliate companies as well as the immediate family members (spouse, parents, siblings and children), regardless of where they reside, and household members of each such employees are not eligible to enter.
2. **SWEEPSTAKES PERIOD:** Sweepstakes begins on March 27, 2017 at 12:00:01 p.m. Eastern Time ("ET") and ends on May 8, 2017 at 11:59:59 a.m. ET (the "Sweepstakes Period"). The Sweepstakes Period is divided into Weekly Entry Periods as described in more detail in Section 4. Administrator's computer is the official time-keeping device for the Sweepstakes.
3. **TO ENTER:** During the Sweepstakes Period, go online to cocoacreme.wertherscaramel.com (the "Website") and follow the on-screen directions to complete the online entry form, pick your favorite "Werth it" moment, and submit to receive one (1) entry into the Sweepstakes. For your entry to be valid, you must complete all required information.

Limit of one (1) entry per person per Weekly Entry Period Use of any bots, robotic or automated system (as determined within Sponsor's sole discretion) to participate is prohibited and will result in disqualification. Use of email addresses from disposable or temporary email address services, or email forwarding services, is prohibited and any attempts to enter using such an email address will be blocked. Entrants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times above the stated limit or as multiple entrants. Any entrant who attempts to enter with multiple email addresses or uses any device or artifice to enter multiple times above the stated limit will be disqualified and forfeits any prizes won, at Sponsor's sole discretion. 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. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions. Entrants may incur data and message charges. Once submitted, all entries become the exclusive property of Sponsor, and will not be acknowledged or returned.

Privacy Policy: Information submitted in connection with this Sweepstakes is governed by Sponsor's Privacy Policy (available at <http://www.werthers-original.us/privacy-policy>). If you are selected as a winner; your information may also be included in a publicly-available winners' list.

4. **DRAWINGS AND ODDS OF WINNING:** Three potential (3) Weekly Prize winners, subject to verification, will be randomly selected in each of the six (6) drawings from all eligible entries received for the corresponding Weekly Entry Period on or about the Drawing Date (per chart below). Odds of winning a Weekly Prize depend on the number of eligible entries received for the corresponding Weekly Entry Period. **Weekly Prize winners remain eligible to win the Grand Prize. Non-winning entries will NOT be carried over into subsequent Weekly Entry Periods.**

Weekly Entry Period	Start Date	End Date	Drawing Date (on or about)
1	3/27/17 at 12:00:01 p.m. ET	4/3/17 at 11:59:59 p.m. ET	4/6/17
2	4/4/17 at 12:00:00 a.m. ET	4/10/17 at 11:59:59 p.m. ET	4/13/17
3	4/11/17 at 12:00:00 a.m. ET	4/17/17 at 11:59:59 p.m. ET	4/20/17
4	4/18/17 at 12:00:00 a.m. ET	4/24/17 at 11:59:59 p.m. ET	4/27/17
5	4/25/17 at 12:00:00 a.m. ET	5/1/17 at 11:59:59 p.m. ET	5/4/17
6	5/2/16 at 12:00:00 a.m. ET	5/8/17 at 11:59:59 a.m. ET	5/11/17

The potential Grand Prize winner will be selected in a random drawing from all eligible entries received throughout the Sweepstakes Period on or about May 11, 2017. Odds of winning the Grand Prize depend on the number of eligible entries received.

The drawings will be conducted by Administrator.

5. **PRIZES AND APPROXIMATE RETAIL VALUES ("ARVs"):**

ONE (1) GRAND PRIZE: a Luxury Weekend Getaway for winner and one (1) guest. Grand Prize includes round-trip coach class airfare for winner and guest from a major commercial airport near winner's home within the U.S. to Naples, Florida; one (1) double occupancy standard hotel at a five-star hotel in Naples, FL for three (3) days/two (2) night stay; a voucher that can be redeemed for a spa treatment for two (2) at the hotel spa; a \$500 prepaid gift card which

may be used towards dinner and ground transportation and as spending money; and four (4) bags of Werther's Original Cocoa Crème. **ARV: \$2,800.00.**

EIGHTEEN (18) WEEKLY PRIZES (THREE (3) PER WEEKLY ENTRY PERIOD): a prize pack, including one (1) branded candy dish; one (1) travel coffee mug, two (2) bags of Werther's Cocoa Crème; one (1) robe; one (1) plush blanket; and one (1) pair of slippers. **ARV: \$98.00**

TOTAL ARV OF ALL PRIZES IN THIS SWEEPSTAKES: \$4,564.

- 6. PRIZE RESTRICTIONS: Limit one (1) Weekly Prize per person/household.** Weekly Prize winners remain eligible to receive the Grand Prize. Prizes are non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. Sponsor reserves the right in its sole discretion to substitute any prize in whole or in part with one of equal or greater value. Sponsor does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prizes including but not limited to their quality, fitness for purpose, or condition.

Grand Prize Restrictions: If the Grand Prize Winner cannot accept any and/or all portions of the Grand Prize, the Grand Prize will be forfeited in its entirety. Grand Prize trip must be taken by December 31, 2018. Grand Prize Trip must also be booked 45 days prior to departure.

Additional Grand Prize award details and travel information to be provided at the time of notification.

All costs and expenses associated with Grand Prize acceptance and use not specifically provided herein, including gratuities, meals, luggage fees, incidental hotel charges, and any other costs or expenses related to the trip, are the responsibility of the Grand Prize Winner. Actual value of Grand Prize may vary depending on Winner's point of travel origin, airfare and hotel fluctuations. Any difference between the stated ARV and actual value will not be awarded. Grand Prize Winner and his/her selected guest ("Guest") are responsible for having valid travel documents, including valid government identification required for travel. If in the judgment of Sponsor, air travel is not required due to the Grand Prize Winner's proximity to Naples, Florida, Grand Prize Winner will receive ground transportation in lieu of air transportation, and no compensation will be given for such substitution.

Airport, airline and hotel accommodations will be determined by the Sponsor. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flier miles. Grand Prize Winner and Guest must comply with all hotel check-in requirements, including, but not limited to presentation of a major credit card.

Grand Prize Winner and Guest must travel on the same itinerary and on dates and times as specified by Sponsor. Grand Prize Winner's Guest must be at least 21 years of age unless Guest is the Grand Prize Winner's spouse, child or ward. Once a travel Guest has been selected, and confirmed by Sponsor, he or she may not be substituted, except in Sponsor's sole and absolute discretion. If Grand Prize Winner is unable to travel on dates specified,

Grand Prize will be forfeited and an alternate Winner may be selected, time permitting. Exact travel dates and arrangements are subject to availability. Certain restrictions and blackout dates may apply. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by transportation provider, as detailed in the passenger ticket contract issued by such provider.

Prepaid Card is subject to terms and conditions set forth on card and card insert materials. Spa treatment is subject to terms and conditions established by spa.

Guests must sign and return a release of liability/publicity by Sponsor's designated deadline and before travel may be booked. In the event a Guest is not confirmed by the designated deadline, then Grand Prize Winner will forfeit that portion of the Grand Prize and no additional compensation will be provided. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor is not responsible if any event/excursion is delayed, postponed or canceled for any reason.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omission whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Grand Prize Winner and Guest 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. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged.

7. **WINNER NOTIFICATION AND PRIZE CLAIM:** Potential winners are subject to verification, including verification of age. Potential Weekly Prize winners will receive an email notification to verify their eligibility and are required to reply within five (5) business days, or Weekly Prize will be forfeited and an alternate winner may be contacted. The potential Grand Prize winner will be notified by a traceable form of mail/email on or about May 15, 2017. The potential Grand Prize Winner will be required to verify his/her eligibility by completing, signing, notarizing, and returning an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release (granting the use of the potential Grand Prize Winner's name, city/state, likeness, or photograph by Sponsor for advertising/publicity purposes, without further compensation), tax forms, and one (1) guest Liability/Publicity Release within fourteen (14) business days of traceable mail/email receipt or prize may be forfeited and an alternate potential winner may be contacted.

Any prize may be forfeited and an alternate winner may be contacted if: (1) a prize notification or prize is unclaimed or returned as undeliverable; (2) if any prize correspondence is not returned within the required time period; (3) or, if a potential winner is found to be ineligible or noncompliant with these Official Rules. Sponsor is not responsible for any change of email address and/or mailing address of entrants.

Taxes: Winners are solely responsible for any federal, state, and/or local taxes on the prizes they receive, and for any other fees or costs associated with their respective prize regardless of whether it, in whole or in part, is used. The Grand Prize Winner will be issued an IRS Form 1099 reporting the value of the Grand Prize and will be responsible for completion of any tax forms and information necessary for their completion as requested by Sponsor or Administrator including social security number or tax identification number for the sole purpose of preparation of any tax forms as required by law.

The Weekly Prizes will be shipped to the address provided at the time of winner verification within 4-6 weeks after the end of the Sweepstakes

- 8. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.** If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prizes in a random drawing from among all eligible, non-suspect entries received prior to cancellation. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.
- 9. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor and Administrator and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising agencies, and prize suppliers, and each of their respective parents and affiliate companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") resulting from user's participation in, attempts to participate in, or download of any information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Released Parties for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human

intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of any prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website. Use of Website is at user's own risk. Released Parties are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website, or the download of any information from the Website, or any other loss related to user's participation in the Sweepstakes or receipt of any prize. As a condition of entering, entrants agree to release the Released Parties from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize, including any travel related thereto.

10. **Disputes.** Except where prohibited, by participating, you agree that: (i) 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 the United States District Court or the appropriate Illinois State Court located in Chicago, Illinois; (ii) 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 (iii) under no circumstances will you be permitted to obtain awards for and you hereby waive 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. **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 you 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.
11. **PUBLICITY:** Except where prohibited by law, by accepting a prize, the prize winner grants permission for Sponsor and its designees to use his/her name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Website) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. Grand Prize Winner will be required to sign an Affidavit of Eligibility and Liability & Publicity Release when accepting a prize.
12. **WINNERS' LIST:** For a list of winners, mail a self-addressed, stamped envelope affixed to: "Werth It Sweepstakes" c/o Oxford Communications, 11 Music Mountain Blvd., Lambertville, NJ 08530. Requests must be received by June 12, 2017.

13. SPONSOR: Storck USA, L.P., 325 N. LaSalle, Suite 400, Chicago, IL 60654.