

**SEE'S CANDIES "MARY SEE'S BIRTHDAY SWEET-STAKES"
OFFICIAL RULES**

NO PURCHASE OR NEWSLETTER SIGNUP IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR SIGNING UP FOR A NEWSLETTER WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The SEE'S CANDIES "MARY SEE'S BIRTHDAY SWEET-STAKES" ("Sweepstakes") starts at 12:01 a.m. Pacific Time ("PT") on 9/9/23 and ends at 11:59 p.m. (PT) on 9/16/23 (may be referred to herein as the "Online Entry Period") for online entry and on 9/16/23 for the postmarking of a mail-in entry; with both methods as detailed below. The sponsor of this Sweepstakes is See's Candies, Inc., 20600 S. Alameda Street, Carson, CA 90810 (the "Sponsor"). The Sweepstakes is subject to these Sweepstakes Official Rules (the "**Official Rules**"), and by entering, all participants agree to be bound by the terms and conditions herein.

ELIGIBILITY: THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF THEIR ENTRY DATE. THIS SWEEPSTAKES IS VOID IN PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS, OVERSEAS MILITARY INSTALLATIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW. Employees and their families (defined as parent, child, sibling and spouses) of the Sponsor, See's Candy Shops Inc., their respective affiliates, subsidiaries, parent company(s) and advertising and promotion agencies (collectively, the "Promotion Parties") and those living in the household of same (whether related or not) are not eligible to enter or win. By entering this Sweepstakes, entrants agree to abide by all terms and conditions of these Official Rules. The laws of the United States apply to and govern this Sweepstakes and any claims must be raised and resolved in the federal or state courts located in the State of California, United States. All federal, state and local rules and regulations apply. A prize won by a minor (where the winner is at least 18 and a minor in the legal jurisdiction in which he or she resides) ("Minor") will be awarded in the name of said Minor's parent or legal guardian.

HOW TO ENTER THE SWEEPSTAKES: As detailed below, there are two (2) ways to enter the Sweepstakes; (1) online via the Entry Site (defined below) <OR> (2) by mail.

TO ENTER THE SWEEPSTAKES ONLINE: During the Online Entry Period, you may enter online by visiting the website at www.sees.com/marysweeps (the "Entry Site"), opting in for See's emails by providing your first and last name, zip code and email address and continuing the sign-up and entry process to its completion by clicking the checkbox verifying your age eligibility and following that, clicking on the "Submit" button to submit your completed entry ("Online Entry").

To Enter By Mail: To enter the Sweepstakes by mail without signing up for See's emails, hand print your first and last name, street address (no post office boxes), city, state, zip code, daytime telephone number, date of birth and email address (if applicable) on a postcard only and mail the completed postcard entry to SEE'S CANDIES "MARY SEE'S BIRTHDAY SWEET-STAKES", Attn: Consumer Affairs, 20600 S. Alameda St. Carson, CA 90810 ("Mail-in Entry"). **ALL MAIL-IN ENTRIES MUST BE POSTMARKED BY 9/16/23 AND RECEIVED BY 9/23/23.**

Online Entries and Mail-in Entries may be referred to herein as an "**Entry**" and collectively as "**Entries**". Any individual submitting an Entry as detailed above shall be referred to herein individually as an "**Entrant**" and collectively as "**Entrants**".

ONLY ONE (1) ENTRY WILL BE ACCEPTED PER INDIVIDUAL AND/OR EMAIL ADDRESS REGARDLESS OF METHOD(S) OF ENTRY. ENTRIES IN EXCESS OF THIS LIMIT WILL BE DISQUALIFIED.

The Sponsor's clock shall be the official timekeeper for this Sweepstakes. For purposes of this Sweepstakes, an Online Entry is "received" when the Sponsor's server records the complete Online Entry information. Proof of entering information at the Entry Site or mailing an Entry (as detailed above) is not considered proof of delivery or receipt. Illegible, incomplete and duplicate Entries and Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

WINNER SELECTION: One (1) Grand prize winner, and fifteen (15) First Prize winners will be selected in a random drawing from among all eligible Entries on or about 10/2/23 by representatives of the Sponsor, whose decisions are and shall be final and binding in all matters relating to this Sweepstakes.

The prize winners (or his/her parent or legal guardian if selected prize winner is a Minor) will be notified by email and/or telephone by 10/6/23. Prize winner may be required to execute and return a notarized Affidavit of Eligibility/ Release of Liability, and where legal, a Publicity Release form (collectively the "Documents") within seven (7) days of the date on the notification.

If a prize notification or prize is returned as undeliverable or is unable to be completed for any reason, the prize may, at Sponsor's sole discretion be awarded to an alternate in a subsequent random drawing. Prize is not transferable, assignable, or redeemable for cash. No substitution for the prize (or parts thereof) by the winner will be allowed.

All federal, national, state, and local tax liabilities, if any are the responsibility of the prize winner. Acceptance of the prize constitutes permission (except where prohibited) for the Sponsor and its designee(s) to use prize winner's name, likeness, biography, statements, voice, image and any other personal characteristics, in any and all media now or hereafter known, for any purpose, including without limitation marketing, promotional and publicity purposes without additional compensation to such individual or any limitation, and such individual hereby releases Sponsor and its designee(s) from any liability with respect to such use.

PRIZES: ONE (1) GRAND PRIZE is available to be awarded: The GRAND prize consists of a single (1) 1 lb. pre-packed assortment box delivered monthly for twelve (12) months. Pre-packed assortments include: 1 lb. Assorted Chocolates, Nuts & Chews, Milk Chocolates, Dark Chocolates, Chocolate & Variety, and Soft Centers. Excludes all other 1 lb. boxes and Custom Mix. Retail value: \$504.00

FIFTEEN (15) FIRST PRIZES are available to be awarded: Each FIRST prize consists of a \$50 See's Candies eGift Card, redeemable in See's Candies shops, or online at www.sees.com.

The odds of winning the prize are determined by the total number of eligible Entries received and are equal regardless of method of entry.

LIMITATIONS ON LIABILITY: Promotion Parties and their respective employees, officers directors and shareholders (collectively the "Releasees") shall not be liable to a prize winner or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental

entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Releasees' sole control.

By entering this Sweepstakes, Entrants agree that Releasees shall not be liable for personal injuries, death, dismemberment, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Sweepstakes, or from acceptance of or use or inability to use a prize or parts thereof, including without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, dismemberment, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Prize winner: (a) releases the Releasees from any and all liability and responsibility with respect to a prize (including any property loss, damage, personal injury or death); and (b) acknowledges the aforementioned individuals and entities have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to a prize.

GENERAL: If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of Entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right, in Sponsor's sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor will conduct a random drawing to award the prizes from among all eligible, non-suspect Entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification or suspension occurs, notification will be posted at the Entry Site. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE ENTRY SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

If a dispute arises about who submitted an Entry on the Entry Site, the Entry will be deemed submitted by the authorized account holder of the email account entered. The authorized account holder of an email account entered is deemed the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the potential winning Entry and that all eligibility requirements are met.

In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. The Releasees are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email

account to receive email messages. Also, the Releasees are not responsible, and may disqualify an Entrant, if his or her email address does not work or if it is changed without Entrant giving prior written notice to Sponsor.

NOTE: Entry must be made by the Entrant only as detailed above. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the Entry process is prohibited. Entries or other Sweepstakes materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, postage due, deceptive, in greater quantity than the limit stated above or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion.

WINNERS LIST: For an Official Winners List, (available after 10/6/23) or a copy of these Official Rules, send a self-addressed, stamped envelope (residents of Vermont only may omit return postage) SEE'S CANDIES "MARY SEE'S BIRTHDAY SWEET-STAKES" - WINNERS LIST - OR - OFFICIAL RULES (please specify which you are requesting), Attn: Consumer Affairs, 20600 S. Alameda St. Carson, CA 90810. Official Rules are also available during the Online Entry Period at the Entry Site.

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