

**BRACH'S® EGG HUNT HIDERS GIVEAWAY  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE GIVEAWAY IS INTENDED FOR LEGAL RESIDENTS IN SELECT ZIP CODES OF AZ, CA, CT, IL, MA, MD, MI, NH, NY, PA, RI, SC, AND VA, AND WILL BE GOVERNED BY UNITED STATES LAW. INTERNET ACCESS AND/OR A VALID PHONE NUMBER ARE REQUIRED. STANDARD DATA AND MESSAGING RATES MAY APPLY TO PARTICIPATE IN THE GIVEAWAY VIA A MOBILE DEVICE. VOID WHERE PROHIBITED.**

**1. ELIGIBILITY:**

The "Brach's® Egg Hunt Hiders Giveaway" ("Giveaway") is open to legal residents of AZ, CA, CT, IL, MA, MD, MI, NH, NJ, NY, PA, RI, SC, and VA who reside within one (1) of the participating zip codes via Card My Yard as defined below (see No. 5 for participating zip codes) and who are eighteen (18) years of age or older (or the age of majority in the jurisdiction of their residence, whichever is older) at the time of Submission each, an "Entrant". Employees, contractors, directors, officers, and agents of Ferrara Candy Company ("Ferrara"), its affiliates and subsidiaries, advertising and Giveaway agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Giveaway, members of their immediate family (spouse, parent, child, and sibling), and all others associated with the development and execution of this Giveaway are not eligible to enter or win. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules including but not limited to Appendix A of these Official Rules (collectively "Official Rules"). Sponsor's and Administrator's decisions which are final and binding in all matters related to this Giveaway. Winning a Prize (as defined below) is contingent upon fulfilling all requirements as set forth herein. Participating zip codes are subject to change at any time, without prior notice, approval, or compensation, at the sole discretion of the Sponsor.

**2. OFFER PERIOD:**

Giveaway begins at 7:00:00 p.m. Eastern Daylight Time ("EDT") on April 3, 2025, and ends at 11:59:59 p.m. Eastern Daylight Time ("EDT") on April 10, 2025, or until all Prizes have been awarded, whichever occurs first ("Giveaway Period"). Administrator's computer is the official time keeping device for this Giveaway. Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Giveaway.

**3. HOW TO PARTICIPATE:**

(Internet: During the Giveaway Period, to participate and receive (1) Submission, Entrant must: (i) be the first 300 Entrants who visit the [BrachsEggHunt.com](http://BrachsEggHunt.com) ("Website") (also, a "Participation Action"); (ii) If the Giveaway is still ongoing when Entrant's Participation Action is received, Entrant will be re-directed to the online submission form ("Submission"); (iii) Entrant must fully complete the online Submission form by providing the following information: (A) Entrant's details, including Entrant's first/last name, mobile phone, date of birth, email address, and physical residential address (no P.O. Boxes, commercial or addresses outside of the 50 U.S./DC); (B) confirmation of an accessible outdoor front or backyard space to hide eggs, number of family members that will participate, egg hiding difficulty level and location of where to hide eggs, that will be later used to by Card My Yard to fulfill Prizes ; and (iv) Entrant must submit to Administrator a completed Submission, while the Giveaway is still ongoing during the Giveaway Period, or before all Giveaway Prizes have been awarded, whichever comes first. By entering, Entrant accepts and agrees to be bound by these Official Rules and the decisions of Sponsor and its judges, which are final in all respects. Limit one (1) Submission per person/household throughout the Giveaway Period. Prizes are not available for purchase after supplies run out. All Submissions must be received and recorded during the Giveaway Period. No other forms of participation are valid. The person uploading the Submission will be deemed the Entrant. If there is a dispute as to the identity of an Entrant, the Entrant will be deemed the authorized account holder of the email account used to enter. "Authorized account holder" of an email account is defined as the owner of the email address associated with the Submission.

If participating with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless charges.

Verification: All Submissions and Entrants may be subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form

acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Giveaway; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Submission and/or other information for the purposes of this Giveaway; and/or (iii) for any other reason the Sponsor or Administrator deems necessary, in its sole and absolute discretion, for the purposes of administering this Giveaway in accordance with the Sponsor's interpretation of the letter and spirit of these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor or its Administrator, may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a Submission or of attempted Submission of any communication, does not constitute proof of delivery or receipt by the Giveaway computers, Administrator or Sponsor.

#### **4. WINNER SELECTION:**

If Entrant's mobile phone, tablet or computer screen displays a confirmation message, and/or if Entrant receives a confirmation email, then you will receive a Prize (subject to verification of compliance with the terms set forth herein).. The first three hundred (300) eligible and verified Entrants who complete the Submission process outlined above during the Giveaway Period, or before all Giveaway Prizes have been awarded, whichever comes first, (each a "Winner", collectively, "Winners") will receive a Prize.

On approximately April 19, 2025, among all redeeming and eligible Winners, Sponsor will select one (1) Grand Prize Winner in each of the ten (10) markets (as defined below) through a random drawing to receive a Golden Egg, redeemable for a year-supply of jelly bean candy (as defined below).

#### **5. WINNER NOTIFICATION:**

All Prizes will be awarded. Potential Winners will be notified by email and Prize won by an Entrant will be awarded to the authorized account holder of the e-mail address submitted with the Submission regardless of the individual who submitted the winning Submission.

If any Prize or Prize notification is returned as undeliverable, and/or if potential Winner is not in compliance with the Official Rules (including eligibility requirements) then the potential Winner will be disqualified and an alternate potential Winner may be selected by applying the criteria set forth above to remaining eligible, non-winning Entrants, time permitting.

In the event of noncompliance, the Prize will be forfeited, and an alternate potential Winner will be randomly selected among remaining eligible, non-winning Entrants, time permitting. Any Prize notification or Prize returned to the Sponsor or its agencies as undeliverable will result in disqualification and the awarding of that Prize to an alternate potential Winner.

Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an Entrant's email, phone number or mailing address which may result in a potential Winner not receiving initial Prize notification or his/her Prize information.

Winner will determine they are a potential recipient of the Grand Prize (year-supply of jelly beans) by finding a "Golden Egg" among their Prize with information inside with instructions to redeem. The potential Winner will be responsible for contacting the Sponsor to confirm receipt and arrange delivery no later than May 19, 2025.

The potential Winner may be required to return an Affidavit of Eligibility and Release and provide identification (e.g., via valid state-issued driver's license, passport or other government-issued I.D. containing the person's name, date of birth, and photograph). Verified Winner will be sent their Grand Prize within approximately six (6) to eight (8) weeks after Winner verification to the residential mailing address provided by the Winner during Submission. If a potential Winner is not in compliance with the Official Rules (including eligibility requirements), and/or if potential Winner fails to sign and return any required documents or provide required identification by the deadlines set by Sponsor, that potential Winner may be disqualified.

#### **6. PRIZE DETAILS:**

First Prize (300 total First Prizes, 4 or 5 Entrants from each "Group" of eligible Submissions as defined by the zip codes in the First Prize chart below): First Prize Winner will receive one (1) Easter egg hunt hiding service delivered/setup via Card My Yard at Entrant's residential address (front or backyard), as provided during Submission, on Saturday, April 19, 2025 (estimated to take place between the hours of 9am and 5pm local time). Includes approximately (30-120) hidden plastic Easter eggs, as determined by Entrant's selected size of egg hunt participants during Submission, filled with Brach's® Jelly Bean Treat Packs, Brach's® Stickers and Erasers, one (1) Brach's® branded tote bag, three (3) bags of Brach's® Jelly Bean varieties (14.5oz and 9oz,) one (1) 8oz bag of Brach's® Springtime Soft Jellies, and one (1) branded 36"x48" festive Easter yard sign displayed/staked in Entrant's front yard. If First Prize Winner cannot accept the First Prize as specified, the First Prize will be forfeited and may be randomly awarded to an alternate First Prize Winner, at the discretion of the Sponsor. Approximate Retail Value of Prize is \$150.00.

Grand Prize: All eligible First Prize Winners who redeem a First Prize are also entered into a chance drawing for the Grand Prize, a year-supply of BRACH'S Classic Jelly Beans (Approximate Retail Value: \$130.00). One (1) Grand Prize Winner will be selected from each of the zip codes in the Grand Prize chart below.

Any difference between stated value and actual value will not be awarded.

First Prize Eligible Zip Codes:

First Prize Group	Total First Prizes	First Prize Zip Codes
1	5	11554, 11566, 11710, 11756, 11758, 11762, 11783, 11793
2	5	11001, 11010, 11040, 11530, 11552
3	5	07004, 07006, 07009, 07021, 07042, 07043, 07044, 07052, 07068, 07424, 07512, 07012, 07013, 07028
4	5	07701, 07702, 07703, 07704, 07722, 07724, 07738, 07739, 07750, 07757, 07760
5	5	07716, 07718, 07721, 07730, 07732, 07733, 07734, 07735, 07737, 07748, 07758
6	5	20720, 20715, 20721, 21113, 21114, 21054, 21144, 21032, 20716, 20774, 20706, 20769
7	5	21009, 21014, 21015, 21017, 21028, 21034, 21047, 21050, 21084, 21160, 21161, 21154, 21132, 21078, 21001
8	4	20871, 20872, 21701, 21704, 21754, 21770, 21771, 21774
9	4	21057, 21093, 21128, 21162, 21204, 21220, 21234, 21236, 21237, 21286
10	4	20012, 20015, 20016, 20307, 20901, 20910, 20912
11	5	22042, 22043, 22044, 22046, 22201, 22203, 22204, 22205, 22207, 22213, 22041, 22003
12	4	20110, 20111, 20120, 20121, 20124, 20151, 22033, 20136
13	5	20190, 20191, 20194, 22027, 22030, 22031, 22032, 22101, 22102, 22124, 22180, 22181, 22182, 22039
14	4	20165, 22066, 20164
15	5	22025, 22026, 22134, 22135, 22172, 22191, 22192, 22193, 22401, 22405, 22406, 22407, 22408, 22553, 22554, 22556
16	5	19007, 19020, 19021, 19030, 19047, 19053, 19054, 19055, 19056, 19057
17	5	19333, 19312, 19010, 19085, 19087, 19406
18	5	18011, 18031, 18036, 18041, 18049, 18056, 18062, 18070, 18073, 18076, 18092, 18935, 18951, 18955, 18970, 19503, 19504, 19539

19	4	48114, 48116, 48165, 48178, 48169, 48178, 48189, 48380, 48381, 48843
20	4	48114, 48116, 48165, 48178, 48169, 48178, 48189, 48380, 48381, 48843
21	4	48072, 48017, 48071, 48067, 48073, 48083, 48084, 48085, 48098
22	4	48382, 48356, 48357, 48383, 48386, 48390, 48393, 48374, 48375, 48376, 48377
23	4	48025, 48331, 48334, 48335, 48336, 48152
24	4	48042, 48044, 48315, 48316, 48094, 48095, 48096
25	4	48117, 48131, 48133, 48134, 48140, 48144, 48145, 48157, 48159, 48161, 48162, 48164, 48166, 48173, 48177, 48179, 48182, 48183, 49267, 49270
26	4	48105, 48150, 48154, 48167, 48168, 48170, 48187, 48188
27	4	48306, 48307, 48309, 48363, 48370, 48367
28	4	48035, 48036, 48038, 48045, 48043, 48317, 48310, 48312, 48313, 48314
29	4	60004, 60005, 60056, 60070
30	4	60010, 60021, 60013, 60102, 60014, 60039, 60156
31	4	60155, 60153, 60141, 60104, 60162, 60163, 60164, 60131, 60106, 60191
32	4	60455, 60459, 60501, 60638
33	4	60430, 60422, 60473, 60411, 60476, 60425, 60461, 60429, 60409, 60466
34	4	60101, 60137, 60139, 60148
35	5	60540, 60563, 60564, 60565, 60515, 60516, 60532, 60572, 60555, 60514, 60521, 60522
36	4	60439, 60462, 60463, 60464, 60467, 60477, 60487, 60491, 60448, 60423
37	4	60074, 60067, 60008
38	4	60016, 60018, 60029, 60053, 60068, 60631, 60714
39	5	60431, 60410, 60404, 60447, 60503, 60543, 60544, 60585, 60586, 60504, 60560, 60490
40	4	60305, 60302, 60301, 60707, 60130, 60160, 60304
41	4	60107, 60133, 60169, 60173, 60192, 60193, 60194, 60195
42	4	46321, 46322, 46323, 46324, 46311, 46319, 46373, 46375, 46307, 46308, 60438, 60417
43	4	60154, 60523, 60525, 60526, 60527, 60558, 60513, 60559, 60126, 60546, 60181
44	4	60187, 60189, 60188
45	4	60517, 60440, 60561
46	5	01801, 01803, 01810, 01821, 01845, 01864, 01867, 01876, 01880, 01887, 01890, 01906, 01921, 01940, 01949, 01960, 01983, 02176, 02180
47	5	02330, 02332, 02338, 02359, 02360, 02364, 02367, 02532, 02538, 02562, 02571, 02576
48	5	91201, 91501, 91502, 91504, 91505, 91506
49	5	91321, 91350, 91351, 91354, 91355, 91381
50	5	92688, 92610, 92679, 92630, 92691, 92694 and 92692
51	5	92501, 92504, 92506, 92507, 92508, 92521, 92553, 92557

52	5	02835, 02816, 02852, 02879, 02886, 02893, 02818, 02920, 02921, 02871, 02889, 02817, 02906, 02806
53	5	02806, 02809, 02835, 02840, 02841, 02842, 02871, 02874
54	5	06405, 06413, 06419, 06437, 06443, 06471, 06498, 06512
55	5	03032, 03019, 03031, 03110, 03038, 03045, 03102, 03106, 03052, 03032, 03053, 03101, 03102, 03103, 03104, 03054
56	5	29451, 29464, 29466, 29482, 29492
57	5	29169, 29033, 29210, 29201, 29170, 29172, 29204, 29205, 29072, 29073, 29063, 29212, 29206, 29209
58	5	29708, 29715, 29716
59	5	29720, 28112, 28173, 29055, 29058, 29067, 29074, 29714, 29718, 29728, 29729, 29704, 29712
60	5	29621, 29627, 29697, 29669, 29673, 29642
61	5	85140, 85142, 85143, 85144, 85248, 85249, 85286, 85298
62	5	85383, 85083, 85382, 85373, 85374, 85310, 85308, 85381, 85387
63	5	85020, 85021, 85012, 85022, 85014, 85013, 85023, 85029, 85015
64	5	85710, 85711, 85712, 85715, 85716, 85718, 85730, 85748, 85749, 85750
65	5	85653, 86755, 85658, 85704, 85737, 85741, 85742, 85743
66	5	85641, 85707, 85708, 85734, 85747, 85756

Grand Prize Eligible Regions=:

Grand Prize Eligible Region	Grand Prize Zip Codes
New York	11554, 11566, 11710, 11756, 11758, 11762, 11783, 11793, 11001, 11010, 11040, 11530, 11552, 07004, 07006, 07009, 07021, 07042, 07043, 07044, 07052, 07068, 07424, 07512, 07012, 07013, 07028, 07701, 07702, 07703, 07704, 07722, 07724, 07738, 07739, 07750, 07757, 07760, 07716, 07718, 07721, 07730, 07732, 07733, 07734, 07735, 07737, 07748, 07758
Baltimore/Washington, D.C.	20720, 20715, 20721, 21113, 21114, 21054, 21144, 21032, 20716, 20774, 20706, 20769, 21009, 21014, 21015, 21017, 21028, 21034, 21047, 21050, 21084, 21160, 21161, 21154, 21132, 21078, 21001, 20871, 20872, 21701, 21704, 21754, 21770, 21771, 21774, 21057, 21093, 21128, 21162, 21204, 21220, 21234, 21236, 21237, 21286, 20012, 20015, 20016, 20307, 20901, 20910, 20912, 22042, 22043, 22044, 22046, 22201, 22203, 22204, 22205, 22207, 22213, 22041, 22003, 20110, 20111, 20120, 20121, 20124, 20151, 22033, 20136, 20190, 20191, 20194, 22027, 22030, 22031, 22032, 22101, 22102, 22124, 22180, 22181, 22182, 22039, 20165, 22066, 20164, 22025, 22026, 22134, 22135, 22172, 22191, 22192, 22193, 22401, 22405, 22406, 22407, 22408, 22553, 22554, 22556
Philadelphia	19007, 19020, 19021, 19030, 19047, 19053, 19054, 19055, 19056, 19057, 19333, 19312, 19010, 19085, 19087, 19406, 18011, 18031, 18036, 18041, 18049,

	18056, 18062, 18070, 18073, 18076, 18092, 18935, 18951, 18955, 18970, 19503, 19504, 19539
<b>Detroit</b>	48114, 48116, 48165, 48178, 48169, 48178, 48189, 48380, 48381, 48843, 48114, 48116, 48165, 48178, 48169, 48178, 48189, 48380, 48381, 48843, 48072, 48017, 48071, 48067, 48073, 48083, 48084, 48085, 48098, 48382, 48356, 48357, 48383, 48386, 48390, 48393, 48374, 48375, 48376, 48377, 48025, 48331, 48334, 48335, 48336, 48152, 48042, 48044, 48315, 48316, 48094, 48095, 48096, 48117, 48131, 48133, 48134, 48140, 48144, 48145, 48157, 48159, 48161, 48162, 48164, 48166, 48173, 48177, 48179, 48182, 48183, 49267, 49270, 48105, 48150, 48154, 48167, 48168, 48170, 48187, 48188, 48306, 48307, 48309, 48363, 48370, 48367, 48035, 48036, 48038, 48045, 48043, 48317, 48310, 48312, 48313, 48314
<b>Chicago</b>	60004, 60005, 60056, 60070, 60010, 60021, 60013, 60102, 60014, 60039, 60156, 60155, 60153, 60141, 60104, 60162, 60163, 60164, 60131, 60106, 60191, 60455, 60459, 60501, 60638, 60430, 60422, 60473, 60411, 60476, 60425, 60461, 60429, 60409, 60466, 60101, 60137, 60139, 60148, 60540, 60563, 60564, 60565, 60515, 60516, 60532, 60572, 60555, 60514, 60521, 60522, 60439, 60462, 60463, 60464, 60467, 60477, 60487, 60491, 60448, 60423, 60074, 60067, 60008, 60016, 60018, 60029, 60053, 60068, 60631, 60714, 60431, 60410, 60404, 60447, 60503, 60543, 60544, 60585, 60586, 60504, 60560, 60490, 60305, 60302, 60301, 60707, 60130, 60160, 60304, 60107, 60133, 60169, 60173, 60192, 60193, 60194, 60195, 46321, 46322, 46323, 46324, 46311, 46319, 46373, 46375, 46307, 46308, 60438, 60417, 60154, 60523, 60525, 60526, 60527, 60558, 60513, 60559, 60126, 60546, 60181, 60187, 60189, 60188, 60517, 60440, 60561
<b>Boston</b>	01801, 01803, 01810, 01821, 01845, 01864, 01867, 01876, 01880, 01887, 01890, 01906, 01921, 01940, 01949, 01960, 01983, 02176, 02180, 02330, 02332, 02338, 02359, 02360, 02364, 02367, 02532, 02538, 02562, 02571, 02576
<b>Los Angeles</b>	91201, 91501, 91502, 91504, 91505, 91506, 91321, 91350, 91351, 91354, 91355, 91381, 92688, 92610, 92679, 92630, 92691, 92694, 92692, 92501, 92504, 92506, 92507, 92508, 92521, 92553, 92557
<b>New England</b>	02835, 02816, 02852, 02879, 02886, 02893, 02818, 02920, 02921, 02871, 02889, 02817, 02906, 02806, 02806, 02809, 02835, 02840, 02841, 02842, 02871, 02874, 06405, 06413, 06419, 06437, 06443, 06471, 06498, 06512, 03032, 03019, 03031, 03110, 03038, 03045, 03102, 03106, 03052, 03032, 03053, 03101, 03102, 03103, 03104, 03054
<b>South Carolina</b>	29451, 29464, 29466, 29482, 29492, 29169, 29033, 29210, 29201, 29170, 29172, 29204, 29205, 29072, 29073, 29063, 29212, 29206, 29209, 29708, 29715, 29716, 29720, 28112, 28173, 29055, 29058, 29067,

	29074, 29714, 29718, 29728, 29729, 29704, 29712, 29621, 29627, 29697, 29669, 29673, 29642
<b>Phoenix/Tucson</b>	85140, 85142, 85143, 85144, 85248, 85249, 85286, 85298, 85383, 85083, 85382, 85373, 85374, 85310, 85308, 85381, 85387, 85020, 85021, 85012, 85022, 85014, 85013, 85023, 85029, 85015, 85710, 85711, 85712, 85715, 85716, 85718, 85730, 85748, 85749, 85750, 85653, 86755, 85658, 85704, 85737, 85741, 85742, 85743, 85641, 85707, 85708, 85734, 85747, 85756

For all Prizes:

Limit one (1) Prize per person/household. Prize is non-transferable and no cash equivalent or substitution of Prize is offered, except at the sole discretion of Sponsor. If the Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute Prize with another Prize of equal or greater value. All Prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Prize Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prizes they receive, regardless of whether it, in whole or in part, is used. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law. Each Prize is provided "as is". To the extent that Prize elements are provided by third-party providers, Winner agrees to look solely to applicable Prize providers with respect to any claims, losses, or disputes in connection therewith.

Entrants acknowledge that the Released Parties (defined below) have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to a Prize, including any express warranties provided by any Prize supplier that are sent along with a Prize and any implied warranty of merchantability of fitness for a particular purpose. Any Prize pictured in online, television and print advertising, Giveaway packaging and other Giveaway materials are for illustrative purposes only. All properly claimed Prizes will be awarded provided a sufficient number of eligible Submissions are received, but under no circumstances will more than the advertised number of Prizes be awarded.

All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a Prize not specifically provided for in these Official Rules are solely the Winner's responsibility.

**RELEASED PARTIES SHALL NOT HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO THE PRIZE OR ANY ACTIVITY RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

**7. PUBLICITY:**

By entering the Giveaway, Entrant irrevocably consents to the use of their name, image, photograph, likeness, biographical information, Submission, and any video footage related to the Prize, for Sponsor's advertising, Giveaway or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

**8. RELEASE:**

By entering the Giveaway, Entrant agrees that Sponsor, Administrator any other Giveaway entity, their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives (collectively "Released Parties") are indemnified, released and will be held harmless by Entrant from any and all liability, claims, or actions of any kind whatsoever for any damages, injuries or losses of

any kind to person(s), including death, or property, arising directly or indirectly from submitting an Submission or otherwise participating in any aspect of the Giveaway, the receipt, ownership, acceptance, possession, misuse or use of a Prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the Prizes. Each Prize is offered and provided "as is" with no warranty or guarantee by Sponsor, either express or implied, including but not limited to, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. Any and all warranties and/or guarantees on the Prizes (if any) are subject to the manufacturer's terms therefore, and Winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Giveaway, each Winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the Prizes.

Entrants agree to indemnify, defend, and hold harmless the Released Parties from any and all liability arising out of or relating in any way to Entrant's participation in the Giveaway and to release all rights to bring any claim, action or proceeding against the Released Parties arising out of participation in the Giveaway, use of the Giveaway website(s), or receipt or use of any Prize, including but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of Submissions; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Giveaway), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Giveaway or receipt or use of any Prize. Entrants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Giveaway, the use of any Giveaway website(s), or the acceptance, receipt, or use of any Prize or Prize component. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees.

The Released Parties assume no responsibility for and will disqualify Submissions that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate Submission information, whether caused by any of the equipment or programming associated with or utilized in Giveaway, or by any human, mechanical or electronic error that may occur in the processing of the Submissions in Giveaway, or other errors appearing within the Official Rules or in any Giveaway related advertisements. The Released Parties assume no responsibility for any typographical or other error in the printing of the offer, administration of Giveaway, errors in processing Submissions, identifying the Winners, in the announcement of the Prizes and Winners, the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system or software related to or resulting from participation in, uploading any materials or downloading any materials in the Giveaway. Use of any device to automate or subvert Submission is prohibited and any Submissions received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered or attempted to tamper with the Submission process or the operation of the Giveaway; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner or the Released Parties into disgrace (e.g., including but not limited to, a person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Giveaway; or (v) to be acting in violation of these Official Rules. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of these Official Rules and any marketing or other materials used in connection with the Giveaway, the terms of these Official Rules will govern. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE GIVEAWAY AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

## **9. GENERAL CONDITIONS:**

Released Parties are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Submissions, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties,



or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Giveaway or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Giveaway, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like Submission methods will void all such Submissions, and may subject that Entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer, or property related to or resulting from participating in this Giveaway. Should any portion of this Giveaway be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Giveaway, or Submission of Submissions, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Giveaway, and randomly select the Winner from valid Submissions received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor, and will announce the termination on the Website. In the event of a dispute regarding the identity of an online Entrant, the authorized subscriber of the email account used to enter will be deemed to be the Entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Ferrara and will not be returned. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Giveaway. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR ADMINISTRATOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

**10. DISPUTE RESOLUTION:**

As a condition of entering the Giveaway, Entrant agrees that: 1) under no circumstance will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Giveaway, or Prizes awarded, will be resolved individually, without resort to any form of class action; and 3) all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, but in no event will Entrant be entitled to receive attorneys' fees or other legal costs. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations 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 the Entrant, Administrator and Sponsor in connection with the Giveaway, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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. All Entrants expressly agree that any legal proceedings arising out of or relating in any way to this Giveaway or these Official Rules must be brought only in the federal or state courts located in Cook County, Illinois, and Entrants consent to the mandatory and exclusive jurisdiction of such courts with respect to any such legal proceedings.

**11. PRIVACY POLICY:**

See Sponsor's privacy policy located at <https://www.ferrara.com/privacy-policy> for details regarding the use of personal information collected in connection with this Giveaway. If you are verified as a Prize Winner, your first name, last initial, city and state will be included in a publicly available recipient's list. By participating in the Giveaway, Entrants hereby agree that Sponsor may collect and use their personal information submitted with the Submission. Among other things, the information you provide may be used to send you company updates and announcements from Sponsor concerning the company and its products. By participating in the Giveaway, Entrants hereby agree that Sponsor may share their personal information submitted with the Submission for the purposes of Winner selection and fulfillment.

**12. SPONSOR:**

Ferrara Candy Company, 404 W. Harrison St. Suite 650, Chicago, IL 60607.

13. **SEVERABILITY:**

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

14. **ADMINISTRATOR:**

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017.

15. **LIST OF RECIPIENTS:**

To obtain the names of the Recipients, send a self-addressed, stamped envelope by June 10, 2025 to: Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017, Attention: Brach's® Egg Hunt Hiders Giveaway.

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## APPENDIX A

### ADDITIONAL TERMS AND CONDITIONS

- **Choking Hazard:** Not for children under 3 years of age. Contents included in the Prize contain small parts which could pose a choking risk.
- **Timing of Delivery & Scheduling:** Delivery date is limited to Saturday, April 19, 2025 and time of setup is estimated to take place anytime between 9am and 5pm local time (rush delivery not available). A local Card My Yard franchise owner will contact the Recipient directly to schedule delivery.
- **Present at Time of Delivery:** Recipient must be 18+ and present at time of delivery/setup.
- **Requirements:**
  - Delivery/setup is not guaranteed and subject to the destination having a back/front yard to hide plastic eggs.
  - Eggs cannot be hidden indoors, and if the destination is determined to not have a front/back yard for Prize delivery/setup (egg hiding), supplies will be left at the Recipient's doorstep to enjoy as a do-it-yourself (DIY).
  - Yard greetings are installed using metal stakes inserted into the ground approximately 8" to 10" deep. If Recipient has a sprinkler system, they must inform the Card My Yard franchisee, and at their request, please provide any information regarding the type and location of the sprinkler lines.

The Sponsor and Card My Yard franchisee is not responsible for damage to Recipient's system if it is not properly marked and communicated.

- Card My Yard will not return for cleanup or take down and Recipients are responsible for discarding supplies. Questions, cancellations or changes can be directed to local Card My Yard franchise owners or via email at [egg hunt@cardmyyard.com](mailto:egg hunt@cardmyyard.com).
- Recipients must notify the homeowner that they will be receiving the sign/service (Prize) within 24 hours so they can make arrangements.
- Recipients must secure all pets and ensure back/front yard is accessible and in safe condition for delivery/setup and turn off sprinkler systems or notify yard service companies for the duration of the egg hunt/yard sign.
- **Weather:** Card My Yard will not be able to deliver/setup if there is lightning or other hazardous weather conditions. In the event of prohibitive or inclement weather, Card My Yard is unable to reschedule, and as an alternative, will deliver/leave supplies at the Recipient's doorstep to enjoy as a do-it-yourself (DIY).
- **Responsibility & Right to Refuse:** Should Card My Yard arrive at a property and find a dangerous situation (e.g. hazards in the yard, animals such as dogs, etc.) they have the right to walk away from the property without receiving harm. Card My Yard reserves the right to refuse service to anyone for any reason at any time. The recipient is responsible for exercising reasonable care in keeping the residence and property safe.
- **Allergen Info:** BRACH'S® Jelly Beans are manufactured in a facility where milk, eggs, almonds, coconut, peanuts and soy are used in the production of other products. BRACH'S® Jelly Beans contain Beeswax.
- **Liability & Permission:** By completing a Submission and participating in Giveaway related events and activities (the "Activity", whether the egg hunt service or otherwise, and any resulting content developed from the "Activity"), Recipient expressly assumes all risk and legal liability and waives and releases all claims for injuries, damages or losses sustained in connected with the Activity.
  - Recipient expressly agrees that use of, or inability to use, the Prize/Activity is at their sole risk. By completing a Submission form, the Recipient understands that candy, stickers and erasers are pre-filled in the plastic Easter eggs being hidden at their residential address and included in the tote bag that will be left at Recipient's property (Prize); Recipient waives all liability for any damage the contents received may cause.
  - By completing a Submission form, the Recipient waives all liability and agrees that Card My Yard, on behalf of the Sponsor, has permission to be on the Recipient's property. For their own safety, Card My Yard will stay in Recipient's yard and will hide the plastic Easter eggs in locations that are accessible. Card My Yard's right to be on Recipient's property is limited to providing this service and terminates after the service has been completed.