

## **B&M Baked Beans Big Money Game Official Rules**

**1. ELIGIBILITY: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** B&M Baked Beans Big Money Game (“Sweepstakes”) is open to legal residents of ME, MA, RI, NH, NY, CT, NJ, VT and PA who are at least eighteen (18) years of age at the time of entry. Void where prohibited. The Sweepstakes is being sponsored by B&G Foods North America, Inc. (“Sponsor”) and administered by The A Team LLC (“Administrator”) (Sponsor and Administrator are collectively referred to herein as the “Sweepstakes Entities”). The Sweepstakes is not open to employees, officers, directors, representatives or agents of the Sweepstakes Entities or their respective parent companies, subsidiaries, affiliates, advertising & marketing agencies or persons living in the same household as such individuals. The Sweepstakes is subject to all applicable federal, state, local laws and regulations, and is void where prohibited by law. The Sweepstakes begins on May 8, 2017 at 12:01:01 a.m. EST and ends on July 31, 2017, at 11:59:59 p.m. EST (“Sweepstakes Period”).

### **2. ENTRY METHODS:**

**There are three (3) available methods of entry with purchase, and one (1) method of entry without purchase.**

**A. To Enter With Purchase:** During the Sweepstakes Period, upload a clear and legible photo of a receipt showing the purchase of any B&M baked beans or brown bread product (“Qualifying Product”) during the Sweepstakes Period (“Receipt”) in one of the following ways:

- (i) Text BMBEANS to 811811 from a picture-messaging capable phone. Once you receive a reply to that text message, follow the text message instructions to reply with a picture message of your Receipt. Then, follow the registration link in the reply text message to submit your information.
- (ii) Visit [www.BMBigMoneyGame.com](http://www.BMBigMoneyGame.com) and follow the on-screen instructions to complete an entry form and upload a photo of your Receipt.
- (iii) Send a photo of your Receipt via email to [submit@BMBigMoneyGame.com](mailto:submit@BMBigMoneyGame.com). Then, follow the registration link in the reply email to submit your information.

Receipt must clearly show items purchased, store, date, and time of purchase. All receipts must be submitted via an applicable submission method for validation and further instructions. You may receive one (1) entry for each Qualifying Product purchased per Receipt, up to a maximum of five (5) entries per Receipt. Limit one (1) Receipt submission per day.

Note: If you submit a Receipt with less than five Qualifying Products, you may also enter via the method described in Rule 2(B) to receive up to five (5) total entries per day. For purposes of these Official Rules, a “day” is defined as the period between 12:00:01 AM EST and 11:59:59 PM EST the same calendar day.

Receipts that cannot be validated for any reason will be rejected at the sole discretion of the Administrator. For example only, and not an all-inclusive list, a receipt will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; or (vii) is incorrectly or incompletely entered or submitted. Following validation, the Participant will receive an entry into the Sweepstakes.

- B. To Enter Without Purchase:** To enter the Sweepstakes without making a purchase, visit [www.BMBigMoneyGameAMOE.com](http://www.BMBigMoneyGameAMOE.com) and complete the web entry form (full name, complete mailing address, phone number, email address, and store selection). Each web entry will count as one (1) sweepstakes entry, with a maximum of five (5) web entries per day during the Sweepstakes Period. No mechanical reproduction of entries or facsimiles is permitted.

Limit of five (5) total sweepstakes entries per day, regardless of method of entry. All entries must be submitted no later than 11:59:59 EST on July 31, 2017.

Regardless of method of entry, no responsibility is assumed for lost, late, damaged, misdirected, illegible, incomplete, or incorrect entries or other sweepstakes materials, all of which are void, or for errors due to computer malfunctions, software errors, transmission problems or interruptions in operations. Administrator's database computer is the official timekeeping device for the Sweepstakes. Proof of transmission is not proof of receipt. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the cell phone number or email address associated with the entry. Entrants are prohibited from using multiple names, cell phone numbers, email addresses, or other means to enter more than the permitted number of times. Any attempt to do so is grounds for disqualification. Use of any macro, bot, script or other automated means to submit entries is prohibited. If you choose to use a wireless device, standard data/text messaging rates may apply, which are solely the responsibility of the participant. By texting BMBEANS to 811811, you consent to receive up to 10 automated text messages from Snipp Interactive on behalf of the Sweepstakes Entities per receipt submitted via text. Text STOP to stop. Text HELP for help. Supported carriers include AT&T, Verizon, T-Mobile, Sprint, Alltel, Cricket, and US Cellular.

### **3. WINNER SELECTION/NOTIFICATION:**

Selection of Daily Winners: A series of eighty-five (85) drawings will be held, one for each day of the Sweepstakes Period. The drawing for each day will be held from among all entries received as of 11:59:59 p.m. EST on that day. Non-winning entries in each daily drawing remain eligible for any subsequent daily drawing(s). Each daily drawing will occur approximately two days after each day. All valid entries in each daily drawing shall also remain eligible for the grand prize drawing. Although an entrant may only win one (1) daily prize, an entrant may continue to earn entries into the grand prize drawing in accordance with Rule 2 after winning a daily prize.

Selection of Grand Prize Winner: One (1) Grand Prize Winner will be selected from among all eligible entries received by July 31, 2017 11:59:59 PM EST in a random drawing to be held on or about August 10, 2017. The potential Grand Prize winner will be notified on or about August 14, 2017.

Entrants agree to be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. By participating in the Sweepstakes, each entrant waives, discharges and releases Facebook from any and all liability associated with this Sweepstakes. All potential winners will be notified using the contact information provided at the time of entry. The potential grand prize winner must respond to notification within five (5) calendar days. Each potential daily prize winner must respond to notification within twenty-four (24) hours of when such notification was sent to them. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Each potential winner may be required to execute and return an affidavit of eligibility, liability release and publicity release. Affidavits should be returned to "B&M Big Money Game", c/o The A Team, 1441 Broadway, 3rd Floor, New York, NY 10018. If all such documents are not returned as requested, a prize or prize notification is returned as undeliverable, the potential winner does not respond within the required time period, or the potential winner is not in compliance with these Official Rules, the prize may be forfeited and an alternate winner may be selected.

#### **4. PRIZES:**

**Grand Prize – One (1).** The Grand Prize is the opportunity to participate in a special prize determination event conducted via Skype (the "Event"). During the Event, the Grand Prize Winner will have the opportunity to select one (1) envelope/container from among one hundred fifty (150) envelopes/containers to reveal a prize notification message. One hundred forty nine (149) of the one hundred fifty (150) envelopes/containers will contain a \$5,000 prize notification message; and one (1) envelope/container will contain a \$1,500,000 prize notification message. The message in the envelope/container selected will determine the amount of the Prize to be awarded. The \$1,500,000 Prize, if any, will be awarded in the form of an annuity payable as \$50,000 per year for 30 years or at Sponsor's sole discretion, the winner may choose to be awarded the \$1,500,000 Prize, as a lump sum payment in the amount of \$1,021,500.

#### Event Details:

Selection of Event date is at Sponsor's discretion. Event is currently anticipated to occur during the month of September 2017. The date of the Event is subject to change. At the time of winner selection/validation, the selected Grand Prize Winner will receive two (2) proposed dates and times in September, 2017 for the Event. If the Grand Prize Winner cannot participate in the Event on one (1) of the two (2) dates and times specified, the prize will be forfeited and may be awarded to an alternate winner, at Sponsor's sole discretion. By entering into the Sweepstakes you agree that the Event will be videotaped and may be shared by B&G Foods North America, Inc. without limitation and without seeking any additional prior approval.

**Daily Prizes – Eighty-five (85).** One (1) \$150 store gift card to the store associated with the winning entry. If such store does not offer gift cards or have gift cards available, the prize will be awarded as a \$150 Prepaid Money Card.

Winners are solely responsible for the payment of all federal, state and local taxes. Prizes are non-transferable and no cash equivalent or substitution of any prize is offered, except at the sole discretion of the Sponsor. Sponsor may substitute a prize of comparable value if any advertised prize becomes unavailable. Limit one (1) daily prize per person, regardless of method of entry. Gift cards and prepaid cards are subject to issuer's standard terms.

**5. ODDS:** Odds of winning in any drawing will depend upon the number of eligible entries received for that drawing, regardless of entry method.

**6. MISCELLANEOUS:** No responsibility is assumed for any damage to your mobile device or computer system which is occasioned by participating in the Sweepstakes, or for any computer system, mobile device, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, no responsibility is assumed for incomplete, illegible, misdirected, misprinted, forged, tampered with, altered, late, lost, damaged, or stolen submissions, prize notifications or other Sweepstakes materials, all of which are void; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, may be disqualified, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes is not capable of running as planned, is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein, or for any other reason. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner(s) from all eligible, non-suspect entries unaffected by the problem.

If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level per the above, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

**7. LIABILITY & RELEASE:** By participating in the Sweepstakes, each entrant agrees to release and hold harmless the Sweepstakes Entities and each of their respective shareholders, administrators, legal representatives, directors, officers, employees, agencies, agents, representatives, parent companies, subsidiaries, divisions, affiliated and related companies, predecessors, successors and assigns (collectively, the "Released Parties") from and against any and all liability, injuries, loss, claim, damages, or cause of action arising out of participation in the Sweepstakes or receipt or use, misuse or possession of any prize, including, but not limited to: (a) human error or unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, mobile devices, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, illegible, garbled, or damaged entries; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons, including death, or property (including computers or mobile devices) which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Each entrant further agrees that: (a) any and all disputes, claims, and

causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (d) these Rules and all disputes shall be governed by the internal laws of the state of New York, without regard to principles of conflicts of laws, any disputes shall be resolved exclusively in the state or federal courts in the state of New York, and each entrant expressly consents to the jurisdiction of said courts and waives any objection thereto. Entrants hereby acknowledge that the Released Parties 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 any prize. ***For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.***

**8. DATA:** By entering the Sweepstakes, you agree to Sponsor's manner of collection and usage of any personal information you submit, all of which is subject to Sponsor's privacy policy located at <http://www.bmbeans.com/privacy-policy>.

**9. PUBLICITY/USAGE RIGHTS:** Except where prohibited, entering the Sweepstakes constitutes permission of Sponsor to use a winner's name, hometown and/or likeness for promotional or advertising purposes in any media, worldwide, now known or hereafter developed, in perpetuity, without further review, notification, payment, or consideration, which shall include, but is not limited to, permission to post a winner's name on Facebook.

**10. WINNER LIST:** For the names of the winners, send a self-addressed, stamped envelope to: "B&M Baked Beans Big Money Game" P.O. Box 1916, New York, NY 10156. Requests must be received no later than August 31, 2017. Names of Daily Winners will be posted on B&M Baked Beans' Facebook page.

Sponsor: B&G Foods North America, Inc., 4 Gatehall Drive, Parsippany, NJ 07054

Administrator: The A Team L.L.C., 1441 Broadway, 3<sup>rd</sup> Floor, New York, NY 10018