

Butterfingher Xbox GamePass Sweepstakes and Giveaway

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Butterfingher Xbox GamePass Sweepstakes and Giveaway (the "Program") begins at 12:00:01 AM Eastern Time ("ET") on August 15, 2019 and ends at 11:59:59 PM ET on October 15, 2019 ("Program Period"). The Program contains a game of chance ("Sweepstakes"). The computer clock of Administrator is the official time-keeping device in the Promotion.

INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. Standard data and messaging rates apply to participate in the Program via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. AGREEMENT TO BE LEGALLY BOUND BY THE OFFICIAL RULES:

By submitting an entry into this Program, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules (the "Official Rules").

2. ELIGIBILITY:

Participation in the Program is only open to legal residents of the 50 states in the United States and the District of Columbia, 18 years of age or older (19 or older in Alabama or Nebraska, 21 or older in Mississippi) at the time of participation (each such resident, a "Participant", or "you"). Ferrara Candy Company (the "Sponsor"), Snipp Interactive Inc. (the "Administrator") and their affiliated and related companies (including, without limitation, their respective parent, sister and subsidiary companies, advertising and promotional agencies, or other party in any way involved in the development or administration of this Program (collectively, the "Program Parties"), suppliers of materials or services related to the Program, or a member of the immediate family or household of any such person, are excluded from participation in the Program. In these Official Rules, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate in the Program. The following limits apply: **Limit of one (1) Sweepstakes Entry per person per email address, per phone number throughout the Program Period. Limit of one (1) Giveaway Prize per person per email address, per phone number throughout the Program Period, subject to availability. Limit of a total of up to Forty-Five Thousand (45,000) Giveaway Prizes available for entire Program.**

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Official Rules, to enter or otherwise participate in or to disrupt this Program, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The Sponsor, other Program Parties, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete Entries (all of which are void).

3. HOW TO PARTICIPATE:

Participants may participate in the Program using only the submission methods detailed below:

(i) **Text to Program Site Link – Visit Program Site to Enter.** Text the keyword BUTTERFINGER to 811811. Participant will receive a one-time text message in response, with a link to the Program Site (<https://butterfingherxbox.com>) for further instructions on submitting the Entry and registering for the Program; allow approximately 30 minutes to receive the link**. Thereafter, Participant goes to Program Site (<https://butterfingherxbox.com>) where Participant will receive further instructions on registering for the Program. Complete the registration form by entering true and accurate information in the required fields (including, Full Name, Complete Mailing Address, Email Address and Phone Number) and accepting any required terms and conditions, if any. Upon registering, you will receive one (1) entry into the Program, including the sweepstakes that is part of the Program (each, an "Entry"). If your Entry is one of the first forty-five thousand (45,000) Entries for the Program, then, in addition you will also receive one (1) Giveaway Prize (defined below in Section 7, subject to availability). **Limit of one (1) Entry and one (1) Giveaway Prize per person, per email address, per telephone number for the entire Promotion Period.**

(ii) **Visit Program Site to Enter.** Participant goes to Program Site (<https://butterfingherxbox.com>). Participant will receive further instructions on registering for the Program. Complete the registration form by entering true and

accurate information in the required fields (including, Full Name, Complete Mailing Address, Email Address and Phone Number) and accepting any required terms and conditions, if any. Upon registering, you will receive one (1) entry into the Program, including the sweepstakes that is part of the Program (each, an "Entry"). If your Entry is one of the first forty-five thousand (45,000) Entries for the Program, then, in addition you will also receive one (1) Giveaway Prize (defined below in Section 7, subject to availability). **Limit of one (1) Entry and one (1) Giveaway Prize per person, per email address, per telephone number for the entire Promotion Period.**

All submissions must be received by the earlier of 11:59:59 p.m. Eastern Time on October 15, 2019 to be eligible to receive an Entry.

**Provision of link to registration form via text message or email merely indicates that the initial text/email message was received but is not otherwise binding upon Sponsors. Without limiting the foregoing, provision of link does not constitute a representation by Sponsors that the submission has been validated in accordance with these Official Rules.

3A. YOUR CONSENT

*By texting **BUTTERFINGER** to **811811**, you expressly consent to receive up to 8 promotional text messages pertaining to this program only, via an automatic telephone dialing system to the number you provided, from Snipp Interactive Inc., on behalf of Ferrara Candy Company. *Text, messaging and Data Rates may apply. The text message you send is your electronic signature agreeing to these Official Rules, and to giving electronic written consent as set forth above. **Carrier specific charges for text messages and data may apply for each message sent or received, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.** Not all mobile devices are supported; Participants may only participate in the Program if they are using a supported device. SMS/MMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program Parties make no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Parties and Snipp Interactive to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting an Entry. Sponsor may, in its sole discretion, may add or delete a cellular carrier at any time, without notice. You may text "STOP" to **811811** at any time to exit Program and to stop receiving text messages, or "HELP" to **811811** for help.

4. GIVEAWAY PRIZE AWARDING ODDS:

Forty-five thousand (45,000) Giveaway Prizes will be distributed throughout the Program Period to the first forty-five thousand (45,000) Entries submitted for the Program. Odds of being awarded with a Giveaway Prize depend on the number of eligible Entries received and the date and time when a particular Participant submits an Entry.

5. SWEEPSTAKES DRAWING/ODDS:

On or about October 22, 2019, the Administrator will conduct a random drawing from all eligible Entries and select one (1) potential Sweepstakes Grand Prize winner. Odds of winning the Sweepstakes Grand Prize is based on the total number of eligible Entries received during the Promotion Period.

6. WINNER NOTIFICATION:

The potential Grand Prize winner of the Sweepstakes will be notified by email within five (5) business days of winner selection or as soon as reasonably practicable. The potential Grand Prize winner may be required to complete, execute and return, including via electronic means, an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release (collectively, the "Release Forms"), as well as a W-9 tax form (where applicable) within five (5) days of notification of winning. Failure to return Release Forms timely, or if a Grand Prize notification(s) or the Grand Prize is returned as non-deliverable, or if a Grand Prize winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification and an alternate Winner may be selected in accordance with these Official Rules. The Grand Prize will be fulfilled approximately four (4) to six (6) weeks after winner verification.

Giveaway Prize winners will receive an email confirmation immediately after submitting an eligible Entry, which email will also contain the applicable Giveaway Prize. If any notification is returned undeliverable, or if the potential Giveaway Prize winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize. Giveaway Prizes will be sent directly to the email address supplied during registration.

7. PRIZES/PRIZE RESTRICTIONS

A total of Forty Five Thousand and One (45,001) prizes will be awarded during the Program which are detailed below:

SWEEPSTAKES GRAND PRIZE (1):

One (1) Sweepstakes Grand Prize will be awarded which will consist of:

- One (1) Xbox One X 1 TB Console and one (1) 12 Month Xbox Game Pass

The Approximate Retail Value (“ARV”) of the Grand Prize is US\$620.00.

GIVEAWAY PRIZES (45,000):

Forty Five Thousand (45,000) Giveaway Prizes will be awarded for the entire Program Period, each of which will consist of:

- One (1) X-Box® 10-Day Game Passes

The ARV of all Giveaway Prizes is US\$149,850.00

The ARV of all Program Prizes is US\$150,470.00

GENERAL PRIZE RESTRICTIONS:

Acceptance of prize constitutes permission to use winner's name, photograph and likeness for publicity purposes without further compensation in any and all media now known or hereinafter without territorial restriction (except where prohibited by law). By entering, you agree that Program Parties and their respective subsidiaries, affiliates, directors, employees, agents, successors and/or assigns and their advertising and promotional agencies shall have no liability for, and to release and hold all such parties harmless from, any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, possession, use or misuse of prize or participation in this Program. Any and all disputes, claims and causes of action arising out of or connected with this Program, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorney's fees. Sponsor reserves the right, in its sole discretion to terminate, modify, cancel or suspend this Program and award the prize from among all eligible Entries received prior to action taken by Sponsor, should fraud, virus, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the game. Program Parties are not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Sponsor reserves the right at its sole discretion, to disqualify any individual, and all of his/her Entries, who tampers with the entry process. By entering, you agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, 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, and you consent to the jurisdiction and venue of the federal, state and local courts located in. Please see the Sponsor's Privacy Policy at <https://www.ferrarausa.com/privacy-policy.html> for details regarding the use of personal information collected in connection with this Program.

All aspects of each Prize will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Prizes will only be awarded to the person whose verifiable full name and valid e-mail and/or mailing address appears on the registration form associated with the Entry in question. Prize winners are solely responsible for all costs and expenses, including any assembly or installation expenses, that are not specifically and expressly included in the Prize description above. The Participant is responsible for any damage/loss due to use of a Prize. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Prize.

To use the Grand Prize follow the instructions that may be provided in the mailing package used to send the Grand Prize subject in all cases to the terms and conditions imposed by the issuer/provider of the Grand Prize.

To use a Giveaway Prize follow the instructions that may be provided in the communication used to send the Giveaway Prize subject in all cases to the terms and conditions imposed by the issuer/provider of the Giveaway Prize.

PRIZE LIMITATIONS:

Limit of one (1) Giveaway Prize per person/per household. Giveaway Prize Winners are also eligible to receive the Sweepstakes Grand Prize. If it is discovered, during prize verification, that you have entered, attempted to enter, or

used multiple accounts to enter more than the stated limit, you will be disqualified at the discretion of the administrator, or will be void. Entries generated by script, macro or other automated means and Entries made by any means, which subvert the entry process, are void. All Entries become the property of Sponsor and will not be acknowledged or returned. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

8. PROCESSING OF ENTRIES:

Processing of an Entry will take up to 24 hours from the time the Entry is received by or on behalf of the Sponsor. Once a Participant's Entry is processed, such Participant will be notified via email whether such Entry has been successfully submitted. It is the responsibility of the Participant to check the applicable email account for such notification including in the inbox, spam or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a participant's mailbox or telephone to receive e-mail messages, text message or other communications. All Entries become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law.

9. VERIFICATION:

All Entries and entrants are 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 Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information for the purposes of this Program; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program 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, 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 Program computers or Sponsor. The sole determinant of the time for the purposes of this Program will be the official time-keeping device(s) used by the Sponsor.

10. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all entrants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsor reserves the right to refuse participation by any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Entries.

The Released Parties will not be liable for: (i) any failure during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Program as contemplated by these Official Rules, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Program, each Participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Sponsor's privacy policy (available at: <https://www.ferrarausa.com/privacy-policy.html>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Official Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any Participant, Entry and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Official Rules, or for any other reason.

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Official Rules given by any representative of the Sponsor, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

11. TAX INFORMATION:

All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Sweepstakes Grand Prize Winner.

12. WINNER LIST:

For the name of the winner(s) send a #10 self-addressed stamped envelope for receipt by 10/31/19 to: Butterfinger Xbox GamePass Sweepstakes and Giveaway Winners List Request, C/O Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, MD 20816

13. SPONSOR:

Ferrara Candy Company
1 Tower Lane, #2700, Oakbrook Terrace, IL 60181

14. ADMINISTRATOR:

Snipp Interactive Inc
6708 Tulip Hill Terrace, Bethesda, MD 20816