

**SWING INTO TASTYKAKE SWEEPSTAKES**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OR OLDER OR THE MAJORITY OF AGE IN THEIR STATE AT THE TIME OF ENTRY. VOID IN PUERTO RICO, U.S. TERRITORIES AND POSSESSIONS OUTSIDE THE 50 UNITED STATES, CANADA, AND WHERE RESTRICTED OR PROHIBITED BY LAW.**

**1. Eligibility: NO PURCHASE NECESSARY.** The "Swing into Tastykake Sweepstakes" (the "Sweepstakes") is open only to legal residents of the 50 United States or District of Columbia who are 18 years of age or the age of majority in their state, at the time of entry. Void in Puerto Rico, U.S. Territories and possessions outside the 50 United States, Canada and where restricted or prohibited by law. Employees of Flowers Bakeries, LLC (the "Sponsor"), Arrowhead Promotion & Fulfillment Co., Inc. ("Administrator") (collectively with Sponsor and Administrator, the "Released Parties"), and any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**2. Agreement to Rules:** By participating, the participant ("You" or "Participant") agrees to be fully and unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements set forth in Official Rule #1 above. In addition, You agree to accept the decisions of Sponsor as final and binding as they relate to the content of this Sweepstakes. Sponsor reserves the right to modify the rules of the Sweepstakes in any way at any time, subject to state or federal law.

**3. Sweepstakes Period:** The Sweepstakes begins on May 1, 2023 at 12:00:00 pm Eastern Time ("ET"), and ends on June 16, 2023 at 11:59:59 am ET (the "**Sweepstakes Period.**") The Promotion Period is divided into seven (7) weekly periods (each a "Weekly Sweepstakes Period"), with winner drawings and announcements on or about the Friday of the corresponding week. All entries must be received and recorded by the Sponsor during the Weekly Sweepstakes Period to be eligible for the corresponding random drawing. Sponsor's computer is the official clock for this Promotion.

**Sweepstakes Weekly Periods:**

<b>Week</b>	<b>Start Date/Time</b>	<b>End Date/Time</b>	<b>Prize Drawing Date on or about</b>	<b>Prize</b>
1	05/01/23, 12:00:00 p.m. ET	05/05/23, 11:59:59 a.m. ET	05/05/23	1 First Prize
2	05/05/23, 12:00:00 p.m. ET	05/12/23, 11:59:59 a.m. ET	05/12/23	1 First Prize
3	05/12/23, 12:00:00 p.m. ET	05/19/23, 11:59:59 a.m. ET	05/19/23	1 First Prize
4	05/19/23, 12:00:00 p.m. ET	05/26/23, 11:59:59 a.m. ET	05/26/23	1 First Prize
5	05/26/23, 12:00:00 p.m. ET	06/02/23, 11:59:59 a.m. ET	06/02/23	1 First Prize
6	06/02/23, 12:00:00 p.m. ET	06/09/23, 11:59:59 a.m. ET	06/09/23	1 First Prize
7	06/09/23, 12:00:00 p.m. ET	06/16/23, 11:59:59 a.m. ET	06/16/23	1 Grand Prize

**4. How to Enter:** During the Sweepstakes Period, there are two (2) ways to enter this Sweepstakes:

- **Via website:** To receive one (1) entry into the random drawing via website method, visit [www.SwingIntoTastykake.com](http://www.SwingIntoTastykake.com) ("Website") to find, complete, and submit the online official entry form, including but not limited to: entrant's first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code.
- **Via QR code:** To receive one (1) entry into the random drawing via QR code method, find the QR code at participating retailers on Tastykake displays. Then, scan the QR code with your smart phone and follow the on-screen instructions to complete and submit the entry form, including but not limited to: entrant's first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code.

If a participant enters using a mobile device, message and data rates may apply. Participants should consult their wireless provider's pricing plans.

**5. Entries.** Limit one (1) entry per participant per day during the entire Sweepstakes Period per person/household/email address, regardless of method of entry. All entries must be received by 11:59:59 AM ET on the End Date in the Weekly Sweepstakes Period, to be entered into the corresponding random drawing. Non-winning entries **WILL** roll over into subsequent Weekly Sweepstakes Periods. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor. Any attempted form of participation in the Sweepstakes other than as described herein is void. Entries received from any participant in excess of the stated limitation will be void. Multiple participants are not permitted to use the same email address. If it is discovered that a participant attempts to receive additional entries in excess of the stated limitation, including, without limitation, if a participant is found to use multiple email addresses to exceed the daily entry limit, that participant may, at Sponsor's sole discretion, be disqualified from the Sweepstakes. Use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will result in disqualification. Facsimile and mechanically reproduced entries will not be accepted. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, unintelligible or misdirected entries, which will be disqualified. In the event of a dispute as to any participation by an entry, the authorized account holder of the account used to enter will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning account for the domain associated with the submitted account. The potential winner may be required to show proof that he/she is the authorized account holder. All entries submitted become the sole property of Sponsor and will not be returned. Entries will not be judged but must adhere to the entry guidelines indicated herein, as determined by Sponsor in their sole discretion.

**6. Prizes & Approximate Retail Value ("ARV"):**

- **One (1) Grand Prize** - TWO (2) Fandango Promotional Codes ("Code(s)", each valid towards one admission (up to \$15 total ticket and convenience fee value) to see Spider-Man: Across the Spider-Verse, a (1) year supply of Tastykake product valued at \$259

awarded in the form of coupons, \$1,000 cash (awarded in the form of a check) and an official film poster valued at \$200. Grand Prize has an approximate retail value of \$1,489.

- **Six (6) First Prizes** - A \$100 Gift card, \$20 worth of Tastykake product awarded in the form of coupons, and TWO (2) Fandango Promotional Codes ("Code(s) each valid towards one admission (up to \$15 total ticket and convenience fee value) to see Spider-Man: Across the Universe will be awarded during the Sweepstakes periods. Winners are solely responsible for all local, state and federal taxes associated with each prize. First Prizes have an approximate retail value of \$150 each.

The approximate retail value of the total of all prizes in this Sweepstakes is \$2,389. Actual value of prizes may differ at time of prize award.

Fandango Promo Code Terms and Conditions: Codes will be distributed via email. Each Code is good towards the purchase of 1 movie ticket (up to \$15 total ticket and convenience fee value) to see Spider-Man: Across the Spider-Verse at Fandango partner theaters in the US. Code is void if not redeemed by 7/31/23 or when Spider-Man: Across the Spider-Verse is no longer in theaters, whichever comes first. Only valid for purchase of movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly at any theater box office. If lost or stolen, cannot be replaced. No cash value, except as required by law. Void where prohibited. Not valid with any other offer. One-time use only. Not for resale; void if sold or exchanged. If cost of movie ticket with Fandango's convenience fee included is more than maximum value of the Code, then user must pay the difference. Any price difference between movie ticket purchased and maximum value of the Code will not be refunded. Approximate Retail Value ("ARV"): \$15 USD per Code. Limit 2 Codes per person. Fandango Loyalty Solutions, LLC or its parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Sweepstakes and are not responsible for the promotion, administration or execution of this Sweepstakes.

All other prizes (excluding Codes) will be shipped to confirmed winners via UPS or a comparable carrier within 60 business days of the confirmation of a winner. Prizes consists of only those items specifically listed as part of the Prize. No cash or other substitution allowed by any winner, but Sponsor may substitute a prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. The prizes are non-assignable and non-transferable and not redeemable for cash. The winners must meet the eligibility requirements as set forth in these Official Rules. Winners are responsible for paying all applicable income taxes associated with accepting their Prize if applicable. Winner may be required to sign a prize release ("Prize Release") or affidavit ("Affidavit") prior to issuance of a prize. Sponsor makes no representation to winner as to the fitness or suitability of the prize for any purpose, and Sponsor hereby disclaims any and all warranties, express or implied, concerning any prize.

**7. Winner Selection and Notification:** There will be one (1) winner per Weekly Sweepstakes Period who will be randomly selected from all valid entries received in that Weekly Sweepstakes Period. See Weekly Prize drawing table in Official Rule#3 above. The potential winners will be notified by Administrator by email on or about the day of the random drawing. Sponsor shall have no liability for any potential winner's failure to receive or check for direct messages or emails in a timely manner. Potential winner must respond within **48 hours** from Administrators sending the direct message or email to the potential winner. Limit one (1) winner per person/household during the entire Sweepstakes Period. Odds of winning depend on the total number of entries received in each Weekly Sweepstakes Period. Any non-winning entries from any Weekly Sweepstakes Period WILL be carried over to subsequent drawings.

Sponsor will make the final determination of identity of potential winners in its sole discretion. In the event that a winner is disqualified for any reason, Sponsor may select an alternate winner at random from the remaining participants. Receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Terms & Conditions:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such a case, Sponsor may select the winner from all eligible Entries received prior to and/or after (if appropriate) the action. Sponsor reserves the right, in its sole discretion, to disqualify any individual 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 with intent to annoy, abuse, threaten, or harass any other person. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void Entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Official Rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law. By participating in the Sweepstakes and/or accepting a prize, each Participant agrees to allow Sponsor and its designees the perpetual worldwide right to use and/or publish Participant's name, biographical information, photos and/or other likeness, entry comments, and statements, in whole or in part, for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, without additional compensation or notice to participant, or review or approval by winner, except where prohibited by law. Notwithstanding the forgoing, if Sponsor requests, each winner must also sign a liability and publicity release, allowing Sponsor to use the winner's Entry and name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information. Failure to complete these forms may result in forfeiture of the prize.

**9. Warranty Disclaimer and Limitation of Liability:** By entering the Sweepstakes, You agree to release and hold harmless Sponsor, Columbia TriStar Marketing Group, Inc., Fandango Loyalty Solutions, LLC, their subsidiaries, affiliates, advertising and Sweepstakes agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) Your participation in the Sweepstakes and Your acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; and (v) electronic or human error in the administration of the Sweepstakes or the processing of entries.

**10. Privacy Policies and Data Collection:** Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy located at <https://www.flowersfoods.com/site-services/privacy-policy>. By entering this Sweepstakes, each Participant agrees that the Sponsor has the right to contact the Participant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Sweepstakes.

**11. Disputes/Governing Law:** Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Georgia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of State of Georgia, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

**12. Winners List/Official Rules:** To view the list of winners for this Sweepstakes, to be posted on or about the end of the Sweepstakes Period, or to obtain a copy of these Official Rules, please visit [www.SwingIntoTastykake.com](http://www.SwingIntoTastykake.com).

**13. Sponsor:** Flowers Bakeries, LLC, 1919 Flowers Circle, Thomasville, GA 31757. **Administrator:** Arrowhead Sweepstakes & Fulfillment Co., Inc., 1105 SE 8<sup>th</sup> Street, Grand Rapids, MN 55744. Abbreviated:

**NO PURCHASE NECESSARY.** The Swing into Tastykake Sweepstakes is open to residents of the 50 U.S. and DC, 18 years of age (or 19 for residents of AL & NE). Starts at 12:00:00 PM ET on 5/1/23 and ends at 11:59:59 AM ET on 6/16/23. One (1) entry per person per day. See [www.SwingIntoTastykake.com](http://www.SwingIntoTastykake.com) for how to enter, odds and complete rules. Sponsor: Flowers Bakeries LLC. 1919 Flowers Circle, Thomasville, GA 31757.