SWEETEST BAKERY IN AMERICA™ CONTEST 2019
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.

The Sweetest Bakery in America™ Contest 2019 (“Contest”) is sponsored by Dawn Food Products, Inc. (“Sponsor”) 3333 Sargent Road, Jackson, MI 49201, and is administered by Prize Logic, LLC, (“Administrator”) 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. CONTEST PERIOD: The Contest consists of three (3) phases as set forth in the chart below (“Contest Phases”):

<table>
<thead>
<tr>
<th>Contest Phases</th>
<th>Start Date (each at 12:00 AM ET)</th>
<th>End Date (each at 11:59:59 PM ET)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Phase</td>
<td>May 6, 2019</td>
<td>September 30, 2019</td>
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<tr>
<td>Voting Phase</td>
<td>July 1, 2019</td>
<td>September 30, 2019</td>
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<tr>
<td>Winner Selection Phase</td>
<td>October 1, 2019</td>
<td>October 17, 2019</td>
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The Administrator’s computer is the official clock of the Contest.

2. ELIGIBILITY: The Contest is offered only legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico (the “Territory”) who are at least eighteen (18) years of age, and who own a bakery in the Territory at the time of entry. Owners of cannabis bakeries are not eligible to participate. Employees of Sponsor, Administrator, Sponsor’s promotional partners, and any of their parent and affiliate companies and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation consists of entrant’s full and unconditional agreement to these Official Rules and Sponsor and Administrator’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Each entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

3. HOW TO ENTER THE CONTEST:

A. Registration: During the Registration Phase, eligible bakery owners must visit sweetestbakeryinamerica.com/register and follow the links and instructions to register his/her bakery for the Contest. Each eligible bakery owner will also have to select one (1) of the following categories (each, a “Category”) for his/her bakery: (i) Donut Shop, (ii) Cake/Cupcake Shop, or (iii) Full Line Bakery. Bakery owners will not be allowed to change his/her category once submitted. Once registered, the bakery owner will be sent a kit, which will include items, such as but not limited to, posters, stickers, and window decals to display within his his/her bakery. Each bakery will also receive a unique Keyword (defined in Section 3B below). Each bakery can only register one (1) time during the Registration Phase. Owners of cannabis bakeries are not eligible to participate.

B. Voting: During the Voting Phase, a person who is a legal resident of the Territory and are at least eighteen (18) years of age may vote for his/her favorite registered bakery by either:
(i) Online Vote: Visit sweetestbakeryinamerica.com and follow the instructions to vote for the participant's favorite bakery; or

(ii) Text Message Vote: Using an SMS-enabled mobile device, a person who is a legal resident of the Territory and are at least eighteen (18) years of age may send a text message to the short code “474747” (“Short Code”) stating the unique keyword (“Keyword”) provided for the respective registered bakery. IMPORTANT: Message and data rates may apply for each text message sent or received. Not all mobile telephone providers carry the service necessary to participate in this Contest. Participants should consult their wireless provider’s pricing plans. Consent to receive text messages is not required or a condition of any purchase. A participant may, at any time, choose to stop participating in this Contest by sending an opt-out text message stating “STOP” to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word “HELP” to the Short Code. Each Text Message Entry must be manually key-stroked/entered by the entrant.

Limit: Voters may vote one (1) time online per device and one (1) time via text message per calendar day during the Voting Phase (two [2] total votes per participant per calendar day). Votes generated by script, BOT, macro or other automated means are void. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person. Subsequent votes via the same voting mechanism during the same calendar day by a single voter or e-mail address will be disqualified. Votes intended to impact the integrity of the voting process as determined by Sponsor in Sponsor’s sole discretion are void. Payment or other consideration in exchange for votes is prohibited.

If a voter votes from his/her wireless phone, the voter’s wireless service provider may charge the voter. Voters should consult their wireless-service providers regarding their pricing plans. Message and data rates may apply.

4. CONTEST WINNER SELECTION: During the Winner Selection Phase, Sponsor will tally up the combined Online Votes and Text Message Votes for each registered bakery to determine the potential national prize winner as well as the potential regional winners (as outlined in Section 5 below). Following the voting criteria set forth in Section 3, the registered bakery that receives the most votes overall will be deemed the potential national grand prize winner. The bakery that receives the most votes overall for each of the three (3) Categories in each Territory will be deemed a potential Category prize winner. The one (1) bakery that receives the most votes overall in each Category in each of the fifty (50) United States, the District of Columbia, and in Puerto Rico will be deemed the potential Category winner for his/her respective state or territory. There will be a total of one (1) potential national prize contest winner and up to one hundred fifty-six (156) total potential Category contest winners (one [1] per Category for a total of three [3] for each State, three [3] for the District of Columbia, and three [3] for Puerto Rico). In the event of a tie for any prize, the Sponsor will do a random drawing from among the tied bakeries and the bakery selected will prevail.

Each winner is a potential winner pending verification of eligibility and compliance with these Official Rules. If a potential bakery is found to be ineligible or does not comply with these Official Rules, or otherwise does not accept his/her prize as awarded, he/she will be disqualified and the bakery with the
next highest number of votes will be named a potential winner. Administrator’s, and Sponsor’s decisions shall be final and binding in all matters pertaining to the selection of the Contest winners. Sponsor reserves the right to not award a Contest prize if, in its sole discretion, there is no registered bakery who receives a sufficient number of votes. If a registered bakery owner would like to find out the total number of votes his/her bakery received, he/she may reach out to his/her sales representative during the Contest Period.

5. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):

A. National Grand Prize (1): The Contest national grand prize winner will receive a full page article in Batter Up Magazine, an award plaque for the bakery, state title of “voted Sweetest Bakery in America™”, social and digital creative assets reflecting the win of being “voted Sweetest Bakery in America™” title, and a trip for two (2) to Dawn’s innovation studio to participate in an Innovation Workshop with Dawn’s executive pastry chef in Jackson, Michigan (“National Grand Prize”). Trip includes round-trip coach class air transportation from a major commercial airport near winner’s residence to Detroit, Michigan for National Grand Prize winner and one (1) adult guest, two (2) nights hotel standard accommodations (single room/double occupancy), ground transportation to/from hotel and airport (determined by Sponsor in its sole discretion), a private technical session at the Dawn Innovation Studio in Jackson, Michigan, and three (3) meals per day for three (3) days for National Grand Prize winner and guest. National Grand Prize winner’s guest must be eighteen (18) years of age or older. If the National Grand Prize winner elects to travel or partake in the National Grand Prize without a guest, no additional compensation will be awarded to the National Grand Prize winner. Trip must be taken by March 31, 2020 or National Grand Prize will be forfeited. National Grand Prize winner and guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the National Grand Prize will not be awarded. If National Grand Prize winner resides within a one hundred (100)-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in National Grand Prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. National Grand Prize winner and guest are responsible for having valid travel documents including government identification and/or passports. National Grand Prize winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this National Grand Prize. Travel must be booked at least seven (7) days in advance. Guest of National Grand Prize winner must sign and return a travel liability release before travel will be booked. National Grand Prize winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. National Grand Prize winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the National Grand Prize winner. Sponsor bears no responsibility if any event, element or detail of the National Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the National Grand Prize become unavailable, the Sponsor shall have no obligation to the National Grand Prize winner aside from providing the remaining portion of the National Grand Prize, minus any unavailable event, element or detail. The ARV of the National Grand Prize is $5,000.
B. Category Prizes (up to 156 total):

i. Sweetest Donut Shop (52 total; 1 per state, 1 for District of Columbia, 1 for Puerto Rico):
The Donut Shop Category prize winners will each receive social and digital creative assets reflecting the win, an award plaque, and a mini-workshop webinar with a Dawn pastry chef (“Donut Shop Category Prize”). The ARV of the Contest Donut Shop Category Prize is $100. The total ARV of all available Donut Shop Category Prizes is $5,200.

ii. Sweetest Cake/Cupcake Shop (52 total; 1 per state, 1 for District of Columbia, 1 for Puerto Rico):
The Cake/Cupcake Shop Category prize winners will each receive social and digital creative assets reflecting the win, an award plaque, and a mini-workshop webinar with a Dawn pastry chef (“Cake/Cupcake Shop Category Prize”). The ARV of the Cake/Cupcake Shop Category Prize is $100. The total ARV of all available Cake/Cupcake Shop Category Prizes is $5,200.

iii. Sweetest Full Line Bakery (52 total; 1 per state, 1 for District of Columbia, 1 for Puerto Rico):
The Full Line Bakery Shop Category prize winners will each receive social and digital creative assets reflecting the win, an award plaque, and a mini-workshop webinar with a Dawn pastry chef (“Full Line Bakery Shop Category Prize”). The ARV of the Full Line Bakery Shop Category Prize is $100. The total ARV of all available Full Line Bakery Shop Category Prizes is $5,200.

C. Total ARV of All Prizes: The total ARV of all prizes is up to $20,600.

D. General: Limit one (1) National Grand Prize and one (1) Category Prize per bakery. Non-cash portion of prizes cannot be redeemed for cash. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Winners are responsible for all federal, state and local taxes associated with acceptance and use of the prize. All prize details are at Sponsor’s sole discretion.

6. WINNER VERIFICATION: Potential winners will be notified in person by a representative of Sponsor and via e-mail by Sponsor or its authorized designee at the e-mail address provided at the time of entry on or around October 18, 2019. Potential winners are subject to verification of eligibility and compliance with these Official Rules. Sponsor or Administrator will notify the potential winners via e-mail at the e-mail address used to register. The potential National Grand Prize winner will be required to sign and execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “Prize Claim Documents”) within five (5) days of prize notification. If the potential winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification, the potential winner may be disqualified and an alternate winner may be selected, as noted in Section 4. Upon verification of eligibility and compliance with these Official Rules, the winners will be contacted by Sponsor or Administrator to arrange travel and fulfillment. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, the respective prize may be forfeited, and in the Sponsor’s sole discretion, the forfeited prize may be awarded to an alternate winner, as determined by Sponsor in its sole discretion. Administrator will attempt to notify each potential winner as noted above, but Released Parties are not responsible for any undelivered e-mail messages that are not received because of a winner’s privacy or spam filter settings which may divert any Contest e-mail, including any winner notification e-mail, to a spam or junk folder.
THE NATIONAL GRAND PRIZE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

7. LIMITATION OF LIABILITY: By participating in this Contest, entrants agree that Sponsor, Administrator, and each of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each of their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, “Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, delayed, garbled, postage due or undeliverable messages, e-mails or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize including any item redeemed therewith and/or any travel related thereto; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest, including without limitation, in connection with any costume created, sold, distributed or otherwise used by the Released Parties regardless of whether such costumes is similar or identical to the costume contained in entrant's entry; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys’ fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof (including any travel or activity related thereto)); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of the winners in a manner it deems fair and reasonable, including
the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prize will be awarded in accordance with Section 4 above.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. CONTESTANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY CONTESTANT AND/OR CONTEST ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.


10. PUBLICITY RIGHTS: By participating in the Contest and/or accepting a prize, each entrant agrees to allow the Sponsor and/or the Sponsor’s designee the perpetual right to use his/her name, user name(s), address (city and state), biographical information, photos (including, without limitation, profile photo(s)), picture, portrait, likeness, voice, and/or statements regarding the Contest and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. GENERAL: Any attempted form of participation in this Contest other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the
normal operation of this Contest and void all associated entries. Any attempted form of participation in this Contest other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple e-mail addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or the potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address associated with the social media account used to enter. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **CAUTION:** **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Sweetest Bakery in America™ Contest 2019 - Winners List Request, PO Box 251328 West Bloomfield, MI 48325. Winners List requests must be received by December 18, 2019.