



## Red Vines® Art Drawing Contest Official Rules

Please read these Official Rules before entering the Red Vines® Drawing Contest (the “Contest”). By entering this Contest, entrants (and, if minors, their parents or legal guardians) agree to be bound by these Official Rules (“Rules”) and the decisions of the judges and/or Sponsor, which are final and binding on all matters relating to this Contest.

1. ART DRAWING CONTEST. This is a SKILL CONTEST (not a random drawing). WINNERS WILL BE DETERMINED FROM AMONG ALL ELIGIBLE ENTRIES RECEIVED BASED ON THE CRITERIA SET FORTH HEREIN BELOW.

2. *There is NO ENTRY FEE and there is NO PURCHASE NECESSARY. A purchase does not have any impact on your opportunity to win.*

3. Eligibility. Subject to a one (1) entry per person limitation, this Contest is open to legal residents of the 50 United States (excluding Puerto Rico, Guam and other protected territories and possessions of the U.S.) who are six (6) years of age or older as of Tuesday, September, 30 2008. Entrants who do not meet these eligibility requirements and/or whose entries do not comply with all provisions of these Rules will not be eligible to win a prize. Limit one (1) entry per person.

a. Ineligible Persons: Employees, officers and directors and their immediate family members (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, of American Licorice Co. (“Sponsor”), its parent, prize suppliers, advertising or promotion agencies, subsidiaries or affiliates, agents or agencies, are not eligible to enter or win this Contest.

b. This Contest is void in Puerto Rico, Guam, and other protected territories and possessions of the U.S. and where prohibited by law. This Contest is subject to all applicable federal, state, and local laws.

4. Contest Period. The Contest commences at 9:01am EST on Monday, January 14, 2008 and ends at 11:59pm EST on Tuesday, September, 30 2008.

5. How to Enter the Contest. Eligible persons only (see above) may enter this Contest by correctly and fully completing and submitting a hand-printed Official Entry Form (with art drawing) pursuant to the instructions, terms and conditions set forth on the Official Entry Form, which are hereby incorporated by reference as though fully set forth herein. There is a limit of one (1) entry per person. Multiple entries received from the same person after the first entry is received from that person and group entries are void. No single entry with a drawing by two (2) or more persons is permitted and all entries submitted in such manner are void.

a. All entries must be postmarked by 11:59:59 p.m. (Pacific Time) on Tuesday, September, 30 2008 and received by Sponsor by 11:59:59 p.m. (Pacific Time) on Friday, October 10,

2008. All entries not postmarked and received in accordance with this section are invalid and void. Mechanically reproduced entries will be void.

b. Official Entry Forms are available for printing from Sponsor's website located at [www.redvines.com/drawingcontest.html](http://www.redvines.com/drawingcontest.html).

c. Artwork must be in a single-color medium (i.e. pencil, charcoal, paint or other); gradients permitted.

d. Artwork must feature the Red Vines ® logo.

e. Artwork must feature Red Vines® packaging AND/OR Red Vines® candy product.

f. Artwork must fit into the 9" x 3" rectangular space on the Official Entry Form, and can be vertical or horizontal in orientation.

g. Artwork cannot infringe on trademarks not owned by the American Licorice Company.

h. American Licorice Company reserves the right to disqualify any artwork deemed inappropriate, obscene, not in keeping with Sponsor's image or otherwise not in compliance with the Official Rules.

6. Contest Entry/Objective: Red Vines invites licorice lovers and aspiring artists to submit original artwork illustrating their love of Red Vines.

7. Original Artwork. By submitting an entry, you (and your parents or legal guardians, if you are a minor) represent and warrant that your drawing is wholly your original artwork and does not incorporate or include anything that is owned by any third party or would require the consent or permission of any third party and your story does not violate any copyright, trademark, publicity right, privacy right or other intellectual property right of any third party whether living or deceased (excluding the authorized use of Sponsor's Red Vines trademark and trade dress in your artwork for this Contest only). Entries may not have been previously published, and may not have won previous awards.

Entry may not be inappropriate, obscene or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate. Additionally, entry may not depict any activity that is in violation of any law. Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion, including its determination in its sole discretion that an entry fails to satisfy any of the above requirements.

8. Ownership and Unrestricted Use of Entries by Sponsor. All entries and materials submitted to Sponsor by an entrant in connection with this Contest ("Entry Materials"), along with all copyrights and other proprietary intellectual property rights associated therewith, become the sole property of Sponsor upon submission. Entry Materials will not be acknowledged or returned to any entrant. Without limiting any of the above, each entrant (and, if a minor, his/her parent or legal guardian) acknowledges that Sponsor will own all rights to use, modify, reproduce, publish, publicly perform, publicly display, publicly distribute, make derivative works of and otherwise commercially and non-commercially exploit the Entry Materials in perpetuity and throughout the world, in any manner or medium now existing or hereafter developed, to obtain and retain all revenue from the sale, lease and use of the Entry Materials and to transfer ownership in and to the Entry Materials, without notice to, approval of, or separate compensation of any kind to any entrant or any other person or entity. Entrant (and, if a minor, his/her parent or legal guardian) agrees to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) requested by Sponsor to effect, perfect, confirm, evidence and/or record Sponsor's ownership rights in the Entry Materials as set forth above. Entrant (and, if a minor, his/her parent or legal guardian) reserves no right and releases any and all rights it may have, individually or

collectively, to claim or disclaim authorship of the Entry Materials, prevent or demand the use of entrant's name as author of the Entry Materials, prevent or demand any modification of the Entry Materials which may be prejudicial to honor or reputation, and to prevent or demand destruction of the Entry Materials. Entrant (and, if a minor, his/her parent or legal guardian) acknowledges that this provision gives Sponsor the right to print each entrant's artwork on Sponsor's goods, goods displays and/or marketing materials that are sold and/or distributed to the public in print and electronic form without notice or compensation of any kind to entrant, even if the entrant is not awarded any prize.

9. Selection of Winners. Potential winners will be determined from among all eligible entries for each of three (3) age groups:

- Group 1: Ages Six to Twelve (6-12),
- Group 2: Ages Thirteen to Eighteen (13-18), and
- Group 3: Nineteen (19) and over.

All decisions of Sponsor and/or judges are final and binding. All eligible entries received for each age group will be judged by a panel of qualified judges on the below listed criteria and awarded merit points within the ranges stated for each criteria ("0" points representing no merit and the maximum number of possible points representing the highest merit).

Criteria Range of Possible Points

Creativity 0 – 400

Aptness to Red Vines® brand candy 0 – 400

Interest 0 – 200

(Collectively, the "Judging Criteria")

For each age group (Groups 1 - 3):

- a. The entry in each age group receiving the highest number of the 1,000 total possible points will qualify the entrant to receive a Grand Prize for that age group (for a total of three (3) Grand Prize winners).
- b. The entry in each age group receiving the second highest number of the total possible points in each age group will qualify the entrant to receive a First Prize for that age group (for a total of three (3) First Prize winners).
- c. The five (5) entries in each age group receiving the third to seventh (3rd – 7th) highest number of the total possible points will qualify each of the entrants to receive a Second Prize for that age group (for a total of fifteen (15) Second Prize winners).
- d. The twenty-four (24) entries in each age group receiving the eighth to thirty-first (8th – 31st) highest number of the total possible points will qualify each of the entrants to receive a Third Prize comprising a Red Vines® Gift Pack for that age group (for a total of seventy-two (72) Third Prize winners).

There will be no ties for points awarded in any age group. If two or more entries in any age group are awarded an equal number of merit points and the total number of points awarded are amongst the highest entries eligible to receive a prize, the entries receiving the equal award of points will be re-judged by Sponsor relative to each other based upon the Judging Criteria until there are no longer two or more entries receiving an equal award of points. All prize awards are subject to

verification of eligibility and compliance with the Official Rules. Sponsor reserves the right to not award all prizes for any age group if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for that age group.

#### 10. Prizes

##### Grand Prize (3) (one (1) per age group) consisting of one of the following:

a. A Five Thousand Dollar (\$5,000) education scholarship to be administered by Sponsor's agent (subject to enrollment and acceptance of other terms and conditions to be disclosed to winner upon notification of qualification to receive a Grand Prize). OR,

b. Instead of the five thousand dollar (\$5,000) scholarship, a Grand Prize winner may choose a trip for the winner and up to three (3) guests to a destination city of the winner's choice anywhere in the 50 United States or D.C. (excluding U.S. protected possessions and territories). Trip location is subject to approval of Sponsor. Trip includes coach air transportation for four (4) from and to a major U.S. gateway airport closest to the winner's home, four (4) nights standard hotel lodging (two rooms, double occupancy) within thirty (30) miles of the destination city, airport/hotel transfers, economy rental car transportation at the point of destination city, and one thousand dollars (\$1,000) cash spending money (awarded in the form of a check) for winner only. All transportation, lodging and transfers are subject to local laws, availability and restrictions. Trip cannot exceed \$5,000.

*Important Notice for Grand Prize Winners who Choose Travel:* Sponsor, in its sole discretion, will make all travel, lodging and rental car arrangements through Sponsor's authorized travel agent(s) and on a carrier of Sponsor's choice no less than sixty (60) days prior to the commencement date of the trip. Trip must be taken by October 30, 2009 or prize will be forfeited and Sponsor shall have no further obligation to winner. Sponsor and winner (or winner's parent or legal guardian if winner is a minor) will mutually agree on trip dates. No alternative travel dates will be permitted once the trip arrangements and dates have been scheduled. If winner and guests cannot travel during the scheduled dates, the prize trip will be forfeited in its entirety and Sponsor will have no further obligation to such winner. If winner resides within a 100 mile radius of chosen destination, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided for difference in prize value. Each winner and guests must travel together on the same itinerary. If a winner is considered a minor in his/her state of residence, he/she must be accompanied by his/her parent or legal guardian. Guests must each be of legal age of majority in their jurisdiction of residence (and at least over 18) unless accompanied by a parent or legal guardian. Guest (or, if a minor, his/her parent or legal guardian) must sign a liability/publicity release prior to issuance of travel documents. Actual value may vary based on dates of departure, length of trip and city of departure and destination, but will not exceed \$5,000. Winner (or winner's parent or legal guardian if winner is a minor) will be responsible for all applicable federal, state, and local taxes and all other costs and expenses associated with prize not specified herein as being provided, including insurance, tips, gratuities, service charges, meals and beverages, merchandise, and souvenirs. The Approximate Retail Value ("ARV") of the Grand Prize is valued at \$5,000. Car rental is subject to terms and conditions of rental agency. Certain travel restrictions and blackout dates may apply to trip. Winner's choice must be made at time of winner notification.

First Prize (3) (one (1) per age group): A Five Hundred Dollar (\$500) Check.

Second Prize (15) (five (5) per age group): A One Hundred Dollar (\$100) Check.

Third Prize (72) (Twenty-four (24) per age group): A Red Vines Gift Pack. Pack consists of: one (1) tub of Red Vines and one (1) Red Vines Bag (ARV: \$50 each). Total ARV of all prizes is \$21,600.

11. Notification of Winners. Potential winners (and, if minors, their parents and legal guardians) may be notified via telephone, email, mail or in person (at Sponsor's sole discretion) on or about November 14, 2008. In addition, on or about November 21, 2008, all potential winners' first name, last name initial, address (city and state) and prize information will be posted on Sponsor's web site at [www.redvines.com/drawing contest.htm](http://www.redvines.com/drawing%20contest.htm).

12. Acceptance of Grand, First and Second Prizes. All winners of a Grand Prize, First Prize or Second Prize (if the winner is a minor, then the minor's parent or guardian) must complete, sign and return to Sponsor a Prize Notification and Acceptance, Affidavit of Eligibility, Publicity Release (unless prohibited by law) and Liability Waiver within five (5) days of date of written notification to accept the prize. Failure to do so will result in forfeiture of prize.

13. Delivery of Third Prizes. Third Prizes will be shipped to the address on the winner's entry. Third Prize winners will receive their prizes via mail within 6 to 8 weeks following end of Contest.

14. Forfeiture of Prize. Noncompliance with these Official Rules, or if a prize winner cannot be reached at the contact information provided on the winner's entry, or if a prize or prize notification is returned as unclaimed, refused or undeliverable for any reason, that prize will be forfeited and Sponsor will have no further obligation to such winner. Sponsor reserves the right, in its sole discretion, to award a forfeited prize to a runner up in the age group at issue. No winner shall be eligible to win more than one (1) prize.

15. Transfers/Substitutions. Winners may not transfer prizes or redeem non-cash prizes for cash. No substitutions will be permitted except that Sponsor reserves the right in its sole discretion to substitute a prize (or portion thereof) with one of comparable or greater value, as deemed necessary and appropriate by Sponsor. All prize details are at Sponsor's sole discretion.

16. Taxes/Fees. All federal, state, and local taxes, fees, surcharges, and any other costs or expenses associated with accepting and using a prize are the sole responsibility of each prizewinner (or the prizewinner's parent or legal guardian, if the winner is a minor).

17. ENTER AT YOUR OWN RISK / RELEASE OF LIABILITY.

BY ENTERING THIS CONTEST, YOU (AND, IF YOU ARE A MINOR, YOUR PARENTS OR LEGAL GUARDIANS) ACCEPT ALL RISK AND CONSEQUENCES OF ENTRY AND PARTICIPATION IN THIS CONTEST AND AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENT, SUBSIDIARIES, AFFILIATES, PRIZE SUPPLIERS, RETAILERS AND ADVERTISING AND PROMOTIONS AGENCIES, INCLUDING THE REGAN GROUP, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CONSEQUENCES, LIABILITY, LOSSES, DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INCREASED DAMAGES AND THOSE RELATED TO PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY) AND COSTS AND EXPENSES, OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING FROM OR RELATED TO THIS CONTEST, INCLUDING BUT LIMITED TO YOUR ENTRY AND PARTICIPATION IN THE CONTEST, THE ACCEPTANCE AND/OR USE (OR MISUSE) OF ANY PRIZE, OR ANY DELAY, INTERRUPTION, EARLY TERMINATION OR FORFEITURE, IN WHOLE OR IN PART, OF ANY PRIZE.

WITHOUT LIMITING THE FOREGOING, YOU (AND, IF YOU ARE A MINOR, YOUR PARENTS OR LEGAL GUARDIANS) FURTHER AGREE THAT RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, COSTS OR EXPENSES, OF ANY KIND, ARISING FROM OR RELATED TO ACTS OF GOD, ACTS OF GOVERNMENT, ACTS OF TERROR, ACTS OF WAR, CIVIL UNREST, LABOR SHORTAGES AND/OR STRIKES, EVEN IF SPONSOR OR ANY OF THE OTHER PARTIES WERE AWARE OF THE POSSIBILITY OF ANY SUCH EVENTS OCCURRING.

18. INDEMNIFICATION. BY ENTERING THIS CONTEST, YOU (AND, IF YOU ARE A MINOR, YOUR PARENTS OR LEGAL GUARDIANS) AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES, COSTS AND LITIGATION EXPENSES) INCURRED BY SPONSOR AND ANY OTHER INDEMNIFIED PARTY ARISING OUT OF ANY CAUSE OR ACTION RELATED TO THE ENTRY OR PARTICIPATION IN THIS CONTEST, THE ACCEPTANCE AND USE OR MISUSE OF ANY PRIZE (INCLUDING ANY TRAVEL/ACTIVITY RELATED THERETO), AND/OR THE REPRODUCTION, USE, PUBLICATION, DISPLAY, DISTRIBUTION OR OTHER COMMERCIAL OR NON-COMMERCIAL USE OF THE CONTENT (IN WHOLE OR IN PART) OF ANY ENTRY (OR ANY PORTION THEREOF) SUBMITTED BY YOU TO SPONSOR.

19. Use of Entrant's Name, Likeness, etc. By entry into this Contest, each entrant (and, if minor, his/her parent or legal guardian) grants Sponsor and its designers the right to use the entrant's name, photograph, likeness, address (city and state) and/or prize information, without limitation, in connection with the reproduction, publication and display of Entry Materials on Sponsor's product packaging, containers, displays, website, printed or electronic media, advertising and promotional materials or in any other manner or media now or hereafter devised, and the winners list throughout the world in perpetuity, without further permission or additional compensation of any kind to entrant, even if the entrant is not awarded any prize. Except as required by law, nothing herein shall require or obligate Sponsor to use or disclose any entrant's Entry Materials or name, photograph, likeness, etc., for any reason.

20. General Conditions. Released Parties are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete, postage-due or delayed entries or drawings, all of which will be void. Released Parties are also not responsible for problems downloading any Contest-related information or materials from the website or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any entry to be received by Sponsor on account of failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an individual's ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing or judging of entries, the announcement of the prizes or in any Contest-related materials. Mass entries will be disqualified.

21. Winners List/Official Rules. For a list of winners, visit [www.redvines.com/drawingcontest.htm](http://www.redvines.com/drawingcontest.htm) after November 28, 2008, or send a stamped, self-addressed envelope to: Attn: Winners List, Red Vines Drawing Contest, American Licorice Co., 2796 NW Clearwater Drive, Bend, OR 97701. For a copy of the Official Rules, visit

[www.redvines.com/drawingcontest.htm](http://www.redvines.com/drawingcontest.htm) or send a stamped, self-addressed envelope to: Attn: Official Rules, Red Vines Drawing Contest, American Licorice Co., 2796 NW Clearwater Drive, Bend, OR 97701. Residents of VT may omit return postage.

22. Miscellaneous. Entrants (and, if minors, their parents or legal guardians) agree to be bound by these Official Rules and by the decisions of Sponsor and/or judges, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest at any time, in its sole discretion, including if viruses, bugs, unauthorized human intervention, fraud, technical difficulties or other causes affect the administration, security or proper play of the Contest, and , if terminated, at Sponsor's discretion, determine the winners from among all non-suspect, eligible entries received up to time of cancellation using the judging procedure outlined above. Entrants who violate these Official Rules, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry in the Contest. Sponsor reserves the right to disqualify any entrant and void all associated entries if entrant's eligibility is in question or if entrant is tampering with the entry process or the operation of this Contest, or intending to annoy, abuse, threaten or harass any other entrant, Sponsor or any of its representatives, or is otherwise in violation of these Rules. CAUTION: Any attempt by an entrant to deliberately undermine the legitimate operations 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 and other such remedies from any such entrant to the fullest extent permitted by law and to disqualify such entrant from the Contest. If you have any questions about these Rules or the Contest, please e-mail them to [feedback@redvines.com](mailto:feedback@redvines.com) or send written questions to Sponsor at the address below.

23. Governing Law / Jurisdiction. This Contest is governed by the laws of the State of California without application of conflict of law principles. By entering and participating in this Contest, you (your parent or legal guardian, if you are a minor) agree that any and all disputes arising from or related to this Contest shall be resolved between you (your parent or legal guardian, if you are a minor) and Sponsor, individually, without resort to any form of class action, and any and all legal actions shall be brought in a court of competent jurisdiction residing in San Mateo County, California.

24. Sponsor. American Licorice Co., 2796 NW Clearwater Drive, Bend, OR 97701.