

Flour on my Face & Kroger Magnum Belgian Chocolate Twitter Sweepstakes Official Rules

The @flouronmyface2 & Kroger Magnum Belgian Chocolate Twitter Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.

A PURCHASE OR PAYMENT WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

OPEN ONLY TO LEGAL U.S. RESIDENTS, RESIDING IN THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE 18 OR OLDER AS OF DATE OF ENTRY.

INTERNET ACCESS AND TWITTER ACCOUNT ARE REQUIRED. "PROTECTED" TWITTER ACCOUNTS MAY NOT BE ABLE TO SEND ENTRIES.

WINNER WILL BE REQUIRED TO RESPOND TO INITIAL PRIZE NOTIFICATION FROM THE HOST WITHIN FORTY EIGHT (48) HOURS AND MAY ALSO BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN SEVEN (7) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION, AS MORE FULLY DETAILED BELOW.

BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR, THE ADMINISTRATOR, THE HOST (DEFINED BELOW), KROGER AND TWITTER FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THIS CONTRACT ALSO REQUIRES YOU TO RESOLVE ANY DISPUTE THROUGH BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

The @flouronmyface2 & Kroger Magnum Belgian Chocolate Twitter Sweepstakes (the "Sweepstakes") is sponsored by Conopco, Inc., d/b/a Unilever ("Sponsor") and hosted by Lunchbox (the "Administrator") as well as by @flouronmyface2 ("Host").

Sweepstakes Period: The Sweepstakes begins on or about 12:00 p.m. "Noon" Pacific Time ("PT") on Tuesday, June 23, 2015 and ends on or about 12:00 "Midnight" a.m. PT on Thursday, July 23, 2015 (the "Sweepstakes Period"). The Administrator's clock will be the official timekeeping device for the Sweepstakes. By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, including the interpretation of these Official Rules, which will be final and binding in all respects.

Eligibility: Open only to legal residents of any one (1) of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older at the time of entry. If a participant is eligible in his or her state of residence to enter as a minor, his or her parent or legal guardian agrees to these Official Rules along with and on behalf of the minor child. All rights and responsibilities of the minor under the Official Rules are conferred and assumed respectively by the minor's parent or legal guardian in representation of the minor. Employees, officers and directors of Sponsor, Administrator, Host, Kroger, their respective affiliates, parents, subsidiaries, divisions, and advertising, promotional and judging agencies, and each of their respective immediate family members (spouses, parents, children, and siblings and each of their spouses) and/or those living in the same household of each are not eligible to participate or win. All federal, state and local taxes are the sole responsibility of winner. Void where prohibited by law. Subject to all federal, state and local laws.

How To Enter: During the Sweepstakes Period, @flouronmyface2 will tweet a message with a call-to-action message via Twitter, asking Participants to reply the message ("Message"). To participate, an eligible participant ("Participant") must use the reply function of Twitter to reply to the Message from @flouronmyface2 and include the hashtag #MagnumSummerIndulge (the "Tweet" or "entry") to receive one (1) entry into the Sweepstakes. If Participant is a first time visitor to Twitter, Participant will be prompted to complete the on-screen registration form which is free. Registration is a one-time requirement. If Participant is a returning visitor, Participant will be prompted to log-in using Participant's e-mail address. Limit one (1) entry per Participant during the Sweepstakes Period.

Any entry or portion thereof that is, in the Sponsor's sole discretion, inconsistent with Sponsor's image, offensive, obscene, profane, lewd, defamatory, contains any proper names, third party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand (other than Magnum or Kroger) or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be accepted as an entry and may disqualify the Participant from further participation in the Sweepstakes.

All Entries must be completed and submitted by 12:00 "Midnight" a.m. PT on Thursday, July 23, 2015. Normal Internet access and usage charges imposed by Participant's online service provider will apply. Online entries only.

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MOBILE: If you opt to receive Host's tweets via your mobile device (which may only be available via participating wireless carriers and is not required to enter), standard text messaging rates or data charges may apply for each text message or data sent or received from your phone according to the terms and conditions of your service agreement with your wireless carrier. Wireless carriers' rate plans or data plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Other charges may apply (such as normal airtime, data charges and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Participation in this Sweepstakes by mobile phone means that you understand that you may receive additional data from Sponsor relating to this Sweepstakes, including to notify you if you are a potential winner in this Sweepstakes, which will be subject to the charges pursuant to your carrier's rate plan. Use of Twitter may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas. Check your phone's capabilities for specific instructions.

Entry Requirements: In order to be entered into the Sweepstakes, Participants must comply with registration instructions when submitting their Entry. Automated, script, macro or robotic Entries submitted by individuals or organizations will be disqualified. Proof of tweeting, sending or submission will not be deemed to be proof of receipt by Sponsor. Use of any automatic means to enter the Sweepstakes is prohibited. Any attempt by any Participants to obtain more than the stated number of entries by using multiple/different email addresses, Twitter accounts, identities, registrations and logins, or any other methods will void such entries and that Participant may be disqualified. Sponsor is not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the Participant or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the processing of the entries in the Sweepstakes or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Sweepstakes.

Sweepstakes Random Drawing/Odds: One (1) Winner will be selected in a random drawing on or about Friday, July 24, 2015 from among all Entries received during the Sweepstakes Period. The odds of winning a Sweepstakes Prize depends on the number of eligible Entries received. The random drawing will be conducted by the Host, whose decisions are final on all matters relating to the Sweepstakes. The Winner will be contacted via a Twitter @ mention or direct message and will be required to respond to the initial prize notification within forty eight (48) hours or the prize will be forfeited and a new winner may be chosen. Sponsor is not responsible for changes to the Twitter "reply" function that may interfere with Sweepstakes or ability of participant to timely enter.

Prizes and Approximate Retail Values ("ARVs"):

Grand Prize (1): One (1) \$50 Gift Card to Kroger (ARV \$50)

ARV of all prizes offered is \$50. Any difference between the ARV and actual retail value of a prize will not be awarded to winner. Gift card subject to restrictions and expiration dates may apply. All prize components are subject to availability. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize of equal or greater value in the event the prize (or portion of prize) is unavailable. Please allow 6-8 weeks from winning notification for prizes to be delivered. All Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). A third party may fulfill prize.

Prize winner may be required to provide Sponsor with a valid taxpayer identification number or social security number before prizes will be awarded for tax reporting purposes. The winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive. Unclaimed prizes may go unawarded.

Release: Prize Winner and all Participants, as a condition of entry into the Sweepstakes, agree to release Sponsor, Administrator, Host, Twitter, Kroger, and each of their respective agencies, parents, subsidiaries, affiliated companies and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of this Sweepstakes (collectively the "Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Entry creation, the acceptance, possession, use or misuse of any prize, if applicable or participation in the Sweepstakes or participation in any Sweepstakes or related activity, or the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of any prize. Acceptance of prize constitutes

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permission for the Released Parties to use winner's name and likeness for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By participating in the Sweepstakes, Participants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding in all respects. You hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents. Entries generated by script or bot are not eligible. As a condition of entering the Sweepstakes, Participant agrees that: 1) under no circumstance will Participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees.

DISPUTES, ARBITRATION: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. THE REMEDY FOR ANY CLAIM BROUGHT BY A PARTICIPANT IN THIS SWEEPSTAKES SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10 US), AND IN NO EVENT SHALL PARTICIPANT BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

Except where prohibited by law, any and all disputes, claims, and causes of action between a Participant and any Released Party arising out of or connected with this Sweepstakes or any Prize awarded, or the determination of a Prize Winner, must be resolved individually, without resort to any form of class action or class-wide arbitration. Except for disputes where a Released Party is seeking a preliminary injunction, any and all disputes and claims relating to this Sweepstakes must be resolved by submission to individual arbitration under the Commercial Arbitration Rules of the American Arbitration Association and, by entering the Sweepstakes, all Participants expressly waive the right to trial by jury. The arbitration must be conducted in Los Angeles County, California, in the English language, and before three arbitrators appointed in accordance with the Commercial Arbitration Rules. Each party agrees to and will pay one-half of the costs of the arbitration, and Participant will be responsible for his or her own attorney's fees. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any provision of applicable law notwithstanding, the arbitrators will not have authority to award punitive, exemplary, consequential or incidental damages. Any dispute, claims, and arbitration proceedings must at all times be kept confidential, except to the extent necessary to enforce or collect the arbitration award or except as the parties agree in writing. Each Participant agrees that any action at law or in equity relating to the arbitration provision of these Official Rules must be filed only in the state or federal courts located in Los Angeles County, California, and hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

Additional Terms: Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of an Participant, the authorized account holder of the email address used to register the Twitter account used to enter will be deemed to be the Participant. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. In order to participate in the Sweepstakes via mobile phone without receiving "Tweets" on Participant's mobile phone, Participant must deactivate Participant's mobile phone from Participant's Twitter account. Any attempted form of entry other than as set forth in Section 3 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor is not responsible for the failure of any Tweet to be received by Sponsor for any reason, including without limitation, whether or not on account of technical problems or congestion on the internet or at either entry site. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor will select the winner from all eligible entries received prior to and/or after (if appropriate) the

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action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit a Participant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Participant or Sponsor representatives.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Use of Data: Sponsor will be collecting personal data about Participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at http://www.unileverprivacypolicy.com/en_gb/policy.aspx. By participating in the Sweepstakes, Participants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

Winner List: For the name of the Prize winner, available after 8/1/15, send a stamped, self-addressed envelope by 11/1/15, to: The @flouronmyface2 & Kroger Magnum Belgian Chocolate Twitter Sweepstakes Winner List, 2920 S Sepulveda Blvd Los Angeles, CA 90064.

Sponsor/Administrator: The Sponsor of the Sweepstakes is Conopco, Inc., d/b/a Unilever, 800 Sylvan Ave., Englewood Cliffs, NJ 07632. The Administrator of the Sweepstakes is Lunchbox LLC, 2920 S Sepulveda Blvd Los Angeles, CA 90064.

Participants specifically release Sponsor, Administrator, Host, Twitter and Kroger from any and all liability associated with this Sweepstakes and/or acceptance, use or misuse of the Prize.

Kroger and Twitter are not responsible for the conduct, administration or execution of this Sweepstakes.