

Vote for the Best Folgers[®] Jingle Promotion Official Rules

NO PURCHASE NECESSARY. INTERNET ACCESS AND A VALID EMAIL ADDRESS ARE REQUIRED TO ENTER. Vote for The Best **Folgers** Jingle Promotion ("Promotion") begins on or about Noon Eastern Time ("ET") on 05/15/13 and ends at 11:59:59 AM ET on 06/19/13 ("Promotion Entry Period").

HOW TO ENTER: Go to www.folgerscoffee.com/jingle during the Promotion Entry Period and submit an Official Promotion Entry Form registration including your complete name, address including ZIP code, telephone number, date of birth, and your primary email address and create a password to Log In then vote for the best Finalist Entry in the **Folgers** Jingle Contest (hereinafter, "Entry"). Limit one Entry per person per day of the Promotion Entry Period (a day begins at Noon ET and ends at 11:59:59 AM ET the following day, hereinafter an "Entry Day"). By submitting an Entry, you agree to abide by the terms of these Official Rules and the www.folgerscoffee.com/jingle Terms and Conditions and Privacy Policy. Entries generated by a script, macro, or other automated means will be disqualified.

ELIGIBILITY: This Promotion is open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older at the time of entry. Employees of The Folger Coffee Company ("Sponsor"), its parent, affiliates, subsidiaries, sales representatives, advertising, promotion, and judging agencies and all other service agencies involved with this Promotion and members of the immediate families (parent, child, sibling and spouse) or households (whether or not related) of any of the above are not eligible.

DAILY RANDOM DRAWINGS/SELECTION OF WINNERS: One Daily Prize Winner will be selected in each Daily Random Drawing from among all eligible Entries received on each designated Entry Day between 05/15/13 and 6/19/13, for a total of 35 Daily Prize Winners. Eligible Entries not selected in previous Daily Random Drawings will not be rolled over into subsequent Daily Random Drawings. Odds of winning a Daily Prize in a Daily Random Drawing will depend upon the number of eligible Entries received on the corresponding Entry Day. The Daily Random Drawings will take place within 72 hours of the designated Entry Day and Sponsor will attempt to notify potential winners by U.S. Mail within five business days of the corresponding Entry Day's Daily Random Drawing. Limit one Daily Prize per person or household.

GRAND PRIZE DRAWING: All eligible Entries received during the Promotion Entry Period will be combined and one potential Grand Prize Winner will be randomly selected in a drawing. Odds of winning the Grand Prize depend upon the number of eligible Entries received during the Promotion Entry Period. The Grand Prize Drawing will be conducted on or about 06/26/13. Sponsor will attempt to notify the Grand Prize Winner by U.S. Mail on or about 06/28/13.

DAILY PRIZES AND THEIR APPROXIMATE RETAIL VALUE ("ARV"):

5/15/13 Noon ET - 5/22/13 at 11:59:59 AM ET Daily Prize: A **Folgers** large red mug, **Folgers** Coffee for a Year, a signed Gavin DeGraw CD and a \$25 iTunes® gift card. ARV: \$276.88.

5/22/13 Noon ET -5/29/13 at 11:59:59 AM ET Daily Prize: A red travel mug, **Folgers Gourmet Selections®** K-Cup® packs for a Year, a signed Gavin DeGraw CD and a \$25 iTunes® gift card. ARV: \$276.88.

5/29/13 Noon ET -6/5/13 at 11:59:59 AM ET Daily Prize: A Word Wrap coffee mug, **Folgers** Black Silk Coffee for a Year, a signed Gavin DeGraw CD and a \$25 iTunes® gift card. ARV: \$276.88.

6/5/13 Noon ET -6/12/13 at 11:59:59 AM ET Daily Prize: An iced coffee mug tumbler, **Folgers Gourmet Selections** Coffee for a Year, a signed Gavin DeGraw CD and a \$25 iTunes® gift card. ARV: \$276.88.

6/12/13 Noon ET -6/19/13 at 11:59:59 AM ET Daily Prize: A Jingle coffee mug, a choice of **Folgers** Coffee, **Folgers Gourmet Selections** Coffee, or **Folgers Gourmet Selections** K-Cup® packs for a Year, a signed Gavin DeGraw CD and a \$25 iTunes® gift card. ARV: \$276.88.

Folgers Coffee for a Year will be awarded as winner's choice of 12 Folgers canister products as designated by Sponsor. Folgers Gourmet Selections K-Cup® packs for a Year will be awarded as winner's choice of 32 cartons of the 24 count varieties. Folgers Black Silk Coffee for a Year will be awarded as winner's choice of any 12 Folgers Black Silk canisters or 12 cartons of the Folgers Fresh Breaks™ Black Silk Roasted Concentrated Coffee 8-count single serve packets. Folgers Gourmet Selections Coffee for a Year will be awarded as winner's choice of 12 Folgers Gourmet Selections products as designated by Sponsor. Gift cards are subject to terms and conditions of use imposed by the issuer.

ONE GRAND PRIZE: Grand Prize consists of \$10,000 awarded as a check.

Total ARV of all prizes: \$19,690.80

GENERAL TERMS & CONDITIONS: All Promotion random drawings will be conducted by an independent judging organization whose decisions are final and binding in all respects to this Promotion. Grand Prize Winner must execute and return an Affidavit of Eligibility and Liability/Publicity Release (where permissible) within 14 days of receipt of notification or prize will be forfeited and awarded to an alternate winner in a random drawing from among all remaining eligible Entries. All Daily Prize Winners must complete and return a Prize Verification Form within 14 days of receipt of notification or that prize will be forfeited and awarded to an alternate winner in a random drawing from among all remaining eligible Entries. In the event a Prize Winner is a minor under applicable law, the Winner's parent or legal guardian will be require to execute and return all documents stated herein. If any Prize Winner notification is returned as undeliverable, that prize will be forfeited and that prize will be awarded in a random drawing from among all remaining eligible Entries. Sponsor reserves the right to substitute a prize of equal or greater value in the event that a prize is unavailable. By entering this Promotion, all Entrants agree to release, hold harmless and indemnify the Sponsor, its affiliates, subsidiaries, distributors, and each of their respective shareholders, directors, officers, employees or agencies from and against any and all liability whatsoever for any injuries, losses, harm, damage (including but not limited to property damage, personal injury and/or death), claims, actions, costs and expenses (including without limitation, all attorneys' fees and court costs) arising directly or indirectly from or in connection with any prize or resulting from participation in this Promotion or from acceptance, possession or use/misuse of any prize or participation in any prize-related activity or use by Sponsor of the Entry in any manner. Submission of a Promotion Entry and acceptance of any prize will constitute

and signify the Entrant's agreement and consent (or that of parent or legal guardian if entrant is an eligible minor under applicable law) that the Sponsor and/or the Sponsor's assignees may use the Entry, name, photograph, likeness and/or prize information for promotional purposes in commerce and in all media worldwide now known or hereinafter invented without time limitation and without further compensation, except where prohibited. All Prize Winners are solely responsible for any local, state, or federal taxes on prizes. Void outside the 50 United States and D.C. and where prohibited. Persons found tampering with or abusing any aspect of the Promotion, or whom Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. Sponsor reserves the right to disqualify entries made through robotic, automatic, mechanical, programmed or similar entry duplication method, or entries made through any third-party website, and to disqualify any individual using such a method. If, for any reason, this Promotion is not capable of running as planned by any cause which, in the sole opinion of the Sponsor, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, or if due to any technical, production or other error, more prizes are claimed or awarded than are described in these Official Rules at any prize level, Sponsor reserves the right, at its sole discretion to cancel, terminate, modify or suspend this Promotion and determine the winners from entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. No more than the number of prizes stated in these Official Rules will be awarded. By entering, Entrants agree and consent: (a) that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with this Promotion, will be resolved individually, without resort to any form of class action, and governed by, and construed in accordance with, the laws of State of Ohio, without giving effect to any choice of law or conflict of law rules, and (b) to the jurisdiction and venue of the federal, state and local courts located in Cleveland, Ohio.

LIMITATIONS OF LIABILITY: In the event of a dispute regarding the identity of an entrant, such Entry will be deemed to be made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is deemed as the natural person who is assigned to an email address by an Internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Neither Sponsor nor its agencies are responsible for lost, late, stolen, illegible, misdirected, mutilated, incomplete, or non-delivered entries; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of Entry or other information or the failure to capture, or loss of, any such information. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in this Promotion and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of this Promotion or website, may be acting in violation of the terms of the website or the Official Rules or may be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Any attempt to deliberately damage any website or undermine the legitimate operation of this Promotion is unlawful and subject to legal action by Sponsor or its agents.

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WINNERS LIST: For the names of the Winners, available after 07/14/13, go to www.folgerscoffee.com/jingle or send a self-addressed stamped envelope with proper postage affixed to: Vote for The Best **Folgers** Jingle Promotion Winners List, c/o Momentum Compliance, 7930 Clayton Road Suite 400, St. Louis, MO 63117. Requests must be received by 09/01/13. Winners list will be sent after all Winners have been verified.

SPONSOR: The Folger Coffee Company, One Strawberry Lane, Orrville, OH 44667.

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