

Chuao Chocolatier “Random Acts of Sweetness” Photo Contest 2014

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. CHANCE OF WINNING DEPENDS ON TOTAL NUMBER OF ELIGIBLE ENTRIES PER DAY. PHOTO CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED.

ELIGIBILITY:

Each Entrant must be a legal resident of the United States or the District of Columbia, 18 years of age or older at time of entry. Employees of Chua

o Chocolatier, those involved in the production, development, implementation or handling of “Random Acts of Sweetness” sponsored by Chua

o Chocolatier (“Sponsor”), any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, service providers, prize suppliers, any other person or entity associated with the Photo Contest (collectively the “Photo Contest Entities”) and/or members of their immediate families (spouses, children, siblings, parents) and/or persons living in the same household as such persons, whether or not related are ineligible to enter the Photo Contest.

HOW TO ENTER:

The Photo Contest begins at 12 a.m. PST on November 10, 2014 and ends at 11:59 p.m. PST on November 23, 2014 (the “Photo Contest period”). You can find the application on the Random Acts of Sweetness tab on the Chua

o Chocolatier Facebook Fan Page. In order to become a fan you must “like” the Chua

o Chocolatier page. You will need to provide first and last name, email address, date of birth, zip code and upload a photo of a random act of sweetness, using the hashtag #randomactsofsweetness, via the Photo Contest app on Facebook, or directly onto Twitter or Instagram. All social media accounts must be set to “public” in order to enter Photo Contest via hashtag. All entries must be received by 11:59 p.m. PST on November 23, 2014. Photos using Photo Contest hashtag before 12 a.m. PST on November 10, 2014 are not eligible and will be removed from the sweepstakes. Any other method of entry is void. Non-compliance with any entry procedure will result in disqualification. All Photos submitted must be unique, produced by the Entrant. Photography submitted from the public domain will be disqualified. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the name appearing on the Entry. Participants may enter as many photos as they like.

HOW TO ENTER (CONT.):

By submitting your entry, you agree that you give the Sponsor permission for the use of your name, image and/or likeness and you grant the Sponsor the right to post your entry on www.chuaochocolatier.com and Chuao Chocolatier social sites during and after the Photo Contest. You may be required to submit a release (to be provided by Sponsor) granting Sponsor permission to use your name and/or likeness. Entries that communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate will be disqualified in Sponsor's sole discretion.

Mass entries or entries generated by a script, macro, or other automated means are not eligible. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the e-mail account of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line server provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail address for the domain associated with the submitted e-mail address.

PHOTO REQUIREMENTS:

The photo must capture a random act of sweetness in a JPEG or PGN file no larger than 2MB. Sponsor has the sole discretion to determine whether a Photo qualifies. Any Photo Entry not in compliance with the above will be disqualified. By entering, you understand and agree that your Photo may (in Sponsor's sole discretion) be posted online for consumers to view on <https://www.facebook.com/chuaochocolatier> or other Sponsor-selected sites and you agree to waive any rights you may have to the Photo submitted. Sponsor will only post select Photos, at their sole discretion. Sponsor reserves the right to remove any posted Photo, in its sole discretion, even if the Photo has already been made available to the public.

SELECTION OF WINNER:

Winners will be selected at random from all eligible Entries received during the Entry Period. All decisions of the Administrator shall be final and binding. Grand Prize winner will be randomly selected and notified by social media tag and email (if provided) on or about November 24, 2014. One winner will be randomly selected a week for two (2) weeks from November 10, 2014 to November 23, 2014 (the "Photo Contest period"), for a total of two (2) weekly winners. Weekly Winners will be notified on November 14, 2014 and November 21, 2014 by social media tag and email (if provided). One winner per day will be randomly selected for eleven (11) days during the Photo Contest period and notified the same day by social media tag or email (if provided). Winners are eligible for one prize total, so Daily and Weekly Winners are not eligible for Grand Prize. The prizes must be accepted "as is" – no substitution or transfer of a prize is permitted and no cash equivalent will be awarded. Potential winners will be given instructions on how to claim prize. Winners will be required to sign and return an affidavit of eligibility and liability/publicity release within three (3) days of prize notification or prize will be forfeited. If the entrant whose winning entry is chosen does not reply within allotted time, then the prize will be forfeited. A list of Chocolate Winners will be available by request on or about December 5, 2014.

PRIZES (15):

- (11) Random Daily Winners – One winner a day for eleven (11) days beginning Nov. 11, 2014 and ending Nov. 23, 2014, not including Nov. 14, 2014 and Nov. 21, 2014 when weekly prizes will be given. Winners will receive an Assorted 8 Piece ChocoPod Gift Set from Chuao Chocolatier (\$9.95 value each). Prizes must be claimed within 5 days and will be shipped within 5 business days of date claimed.

PRIZES (CONT):

- (2) Random Weekly Winners – One winner a week for two (2) weeks will receive a Kate Spade designer handbag and 10 chocolate bars from Chuao Chocolatier (value \$250 each). Prizes must be claimed within 5 days and will be shipped within 5 business days of date claimed.
- (1) Grand Prize – The Grand Prize will be a 1,000 ChocoPods from Chuao Chocolatier with a retail value of \$1,000.00. Winner will be announced on or about November 24, 2014. Prize must be claimed within 5 days and will be shipped within 5 business days of date claimed.
- (1) Blogger Prize – 100 ChocoPods from Chuao Chocolatier for a retail value of \$100. Prize must be claimed within 5 days and will be shipped within 5 business days of date claimed.

Prizes are not redeemable for cash. Prizes are not transferable, and no substitutions are allowed except by Chuao Chocolatier who reserves the right to award a prize of equal or greater value if the advertised prize is unavailable. All federal, state, or other tax liabilities including, without limitation, income taxes, and other expenses or costs (not expressly set forth herein) relating to or arising from the receipt of a prize will be the sole responsibility of the winner. Any prize not claimed within five (5) days of notification will not be awarded.

GENERAL CONDITIONS AND DISCLAIMERS:

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. Any questions regarding this Photo Contest shall not be directed to Facebook, Twitter or Instagram. This Photo Contest is subject to these Official Rules and all applicable federal, state, and local laws. By entering the Photo Contest, Entrants agree to waive any right to claim any ambiguity or error in the Official Rules of the Photo Contest, or the Photo Contest itself, and agree to be bound by these Official Rules and by all decisions of the Sponsors and judges, whose decisions are binding and final in all respects. If, for any reason, Photo Contest is not capable of running as originally planned, Sponsor, at its sole discretion, reserves the right to cancel, suspend or modify the Photo Contest or any portion(s) thereof and conduct the judging from among all eligible entries received at the time of termination, if any. Any person attempting to defraud Sponsors or tamper with Sweepstakes in any way will be prosecuted to the full extent permitted by law and will not be eligible for a prize.

All entries shall be and remain the exclusive property of the Sponsor and Entrant agrees that Sponsor and its designees shall have the perpetual, worldwide right to publish and use the entry in any way and in any media for trade, advertising, promotional and/or other purposes as Sponsor may determine in its sole discretion without further consideration to Entrant or Winner. Entrant hereby agrees to defend, indemnify and hold harmless the Photo Contest Entities against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the entrant of any provision of these Official Rules, including, without limitation, Entrant's representations and warranties made herein. Except where prohibited by law, entry and/or winning Entrants' acceptance of a prize constitutes permission for the Photo Contest' Entities to use winners' names, addresses (city and state), photos, likeness, biographical information, and voice for advertising/publicity purposes worldwide and in all forms of media, in perpetuity, including but not limited to online, without further notice to or compensation. By entering Photo Contest, each Entrant agrees to receive promotional, marketing materials and information, including email messages, from Sponsors and other Photo Contest Entities.

Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled, or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware

GENERAL CONDITIONS AND DISCLAIMERS (CONT.):

or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Photo Contest.

RELEASE FROM LIABILITY OF PHOTO CONTEST ENTITIES:

By participating, Entrants agree that Photo Contest Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with this Sweepstakes, including participation; acceptance/possession, use or misuse/defect of prize awarded herein; defects or any other errors or malfunctions, even if caused by the negligence of the Sponsors. Further, entrants agree Photo Contest Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (i) by any wrongful, negligent or unauthorized act or omission on the part of the prize supplier or any of its agents, servants, employees or independent contractors, (ii) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sweepstakes Entities, or (iii) by any other cause, condition or event whatsoever beyond the control of Photo Contest Entities or their parents, subsidiaries and affiliated companies. Entrants further agree to release all rights to bring any claim, action or proceeding against the Sweepstakes Entities in relation to this Sweepstakes or the prizes awarded in this Sweepstakes, and hereby acknowledge that said Photo Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the Sweepstakes (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

PRIZE WINNERS: Winners will be contacted via email or social media.

WINNERS NAME: For the name of the winners, send a stamped, self-addressed envelope to:

Chuo Chocolatier
Attn: Marketing Department
"Random Acts of Sweetness Photo Contest"
2345 Camino Vida Roble
Carlsbad, CA 92011

SPONSOR: Chuo Chocolatier, 2345 Camino Vida Roble, Carlsbad, CA 92011

TRADEMARKS:

All trademarks not owned by Chuo Chocolatier that appear with relation to this sweepstakes are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Chuo Chocolatier. Chuo Chocolatier's trademarks may not be used in any manner that disparages or discredits Chuo Chocolatier