



Official Little Debbie “Back Yard Makeover Giveaway” Rules (“Official Rules”)

The Little Debbie Back Yard Makeover Giveaway (the “Giveaway”) is sponsored by McKee Foods Corporation (“Sponsor”). Sponsor, its subsidiaries and affiliates, and any other companies or agencies associated with the Giveaway (such as advertising, promotion, fulfillment, or judging agencies), together, hereinafter will be referred to as the “Giveaway Entities.”

Participation in the Giveaway constitutes the entrant’s (“you” or “your”) full and unconditional agreement and acceptance of these Official Rules including the decisions and interpretations of sponsors and/or the judges, which are final on all matters relating to the Giveaway.

1. **NO PURCHASE OR TRANSACTION IS NECESSARY TO ENTER OR WIN.** A purchase will not increase your chances of winning. Maximum one (1) entry per person/e-mail address, per week.

2. Giveaway Dates: The Giveaway begins on June 1, 2010 (the “Giveaway Start Date”) and ends on July 31, 2010 at 11:59 p.m. central time (the “Giveaway End Date”). The period from the Giveaway Start Date through Giveaway End Date is known as the “Giveaway Period.”

3. Who Can Enter: The Giveaway is open to all legal residents of the 50 United States and DC who are 18 years old, or older at the time of entry. Void elsewhere and where prohibited. Employees of Giveaway Entities and the immediate family members (defined as parents, parents-in-law, children, siblings, and spouse) of each employee are not eligible to enter the Giveaway or win Giveaway prizes. Any other persons with whom such employees are domiciled are also not eligible to enter the Giveaway or win Giveaway prizes.

4. How to Enter: During the Giveaway Period, participants may enter the Giveaway by going online to www.littledebbie.com and submitting an entry in accordance with the site’s instructions.

5. Selection of Winners: A random drawing to select the winners will be made from all eligible entries received during the Giveaway Period on or about August 4th, 2010. Odds of winning depend upon the number of eligible entries received.

6. Prize Details: a random drawing will be conducted to determine winners of the following prizes.

One (1) Grand Prize: Back Yard Makeover. Winner receives cash in the amount of \$10,000.00 to go towards the makeover of winner’s backyard. ARV \$10,000.00

One Hundred (100) Second Prizes: Kingsford Table Top Grill (ARV \$50.00 each)

Seven Hundred and Twenty (720) Third Prizes: Little Debbie Die Cast 3 Piece Race Car Sets (ARV \$5.00 each)

(Total ARV \$18,686.40). Any taxes on prizes are the responsibility of the winner. Prizes are non-transferable. Sponsor reserves the right to substitute alternative prizes of greater or equal value if for any reason the prize becomes unavailable

7. Awarding of Prizes: If your entry has been drawn as the Grand Prize Winner, you will be contacted by telephone, e-mail or US mail as per the information indicated in your online entry form within one (1) week after the drawing in order to confirm your entry and eligibility. You will be required to complete and return an affidavit of eligibility and release form before being awarded your prize. Winners of all other prizes will be mailed their prize through the US Postal Service or other ground delivery method within one week of the Drawing. If a winner cannot be contacted, or does not respond within Ten (10) days from the date the Sponsor first tries to notify him/her, and or the prize or prize notification is returned as undeliverable, such winner forfeits all rights to claim or receive the prize and an alternate winner will be selected.

In the event of noncompliance with these Official Rules, or if the prize is undeliverable, prize will be forfeited. PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTY, GUARANTEE OR REPRESENTATION OF ANY

Official Little Debbie “Back Yard Makeover Giveaway” Rules (“Official Rules”) Continued

KIND, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.)

8. Privacy: Giveaway Entities will be collecting personal data about you for the administration of the Giveaway and for purposes of market research. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give permission to do so;
- when in good faith one of the Giveaway Entities believes the law requires it;
- under limited circumstances specifically described to you when the information is collected; or
- to contractors for data processing purposes, or to professional advisors, provided that such contractors or professional advisors are restricted from using the information for any purpose other than as described in these Official Rules.

By entering the Giveaway, you grant Giveaway Entities permission to send Giveaway updates and winner notification, specials, promotions and/or newsletters to you.

9. Publicity: Acceptance of a prize constitutes permission for Giveaway Entities to use the winner’s name, likeness, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law.

10. Disqualification: The following are prohibited and will result in automatic disqualification from the Giveaway: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Giveaway Entities or the judges determine, in their sole discretion, jeopardizes the integrity of the Giveaway.

11. Winners’ List: The names of the winners and a copy of these Official Rules are available online at www.littledebbie.com, or by sending a self-addressed, stamped envelope with your request to: Backyard Makeover Giveaway, P.O. Box 531144, Birmingham, AL 35253. Requests must be received by September 30, 2010.

12. General Terms and Conditions: This Giveaway is void where prohibited by law. The Giveaway is subject to all applicable federal, state, and local laws and regulations; provided, however, that the Giveaway is not subject to the laws of any jurisdiction outside the United States. The Giveaway Entities reserve the right to terminate or withdraw the Giveaway at any time, by posting a notice online at www.littledebbie.com. If the Giveaway is terminated before the Giveaway End Date, the judging agency will determine winners in a random drawing from all eligible entries received as of the termination date. Proof of e-mailing does not constitute proof of delivery or entry. By participating in the Giveaway, each participant agrees to release and hold harmless the Giveaway Entities and each of their respective employees, officers, directors, shareholders, agents, and legal advisors (collectively the “Released Parties”), from any and all losses, damages, rights, claims and actions of any kind in connection with the Giveaway or resulting from acceptance, possession, or use of any prize, including without limitation, any personal injury, death, or property damage. Under no circumstances shall any of the Released Parties have any liability or responsibility for: (1) incorrect or inaccurate entry information, or faulty, failed, garbled or jumbled electronic data transmissions, (2) any unauthorized access to, or theft, destruction or alteration of entries at any point, (3) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the Giveaway, (4) inaccessibility or unavailability of the Internet or a Giveaway site or any combination thereof, (5) any injury or damage to a participant’s or to any other person’s computer which may be related to or result from any attempt to participate in the Giveaway or download any materials in the Giveaway, or (6) any typographical error or other error in these Official Rules or in any other communication relating to the Giveaway. All entries become the property of Giveaway Entities.

Sponsor: McKee Foods Corporation, Collegedale, Tennessee