



# Official Little Debbie Look-a-Like Contest Rules ("Official Rules")

The Little Debbie Look-a-Like Contest (the "Contest") is sponsored by McKee Foods Corporation ("Sponsor"). Sponsor, its subsidiaries and affiliates, and any other companies or agencies associated with the Contest (such as advertising, promotion, fulfillment, or judging agencies), together, hereinafter will be referred to as the "Contest Entities."

Participation in the Contest constitutes the entrant's ("you" or "your") full and unconditional agreement and acceptance of these Official Rules including the decisions and interpretations of Sponsor and/or the judges, which are final on all matters relating to the Contest.

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.

2. Contest Dates: The Contest begins on January 1, 2010 at 12:00 a.m. Eastern Time ("ET"), ends on February 12, 2010 at 11:59 p.m. ET (the "Contest Period") and consists of four (4) phases as set forth in the chart below.

Phase	Starts at 12:00 a.m. ET	Ends at 11:59 p.m. ET
Submission	1/1/10	1/20/10
Preliminary Judging	1/21/10	1/26/10
Semi-Final Judging	1/27/10	1/29/10
Final Judging	2/11/10	2/12/10

Sponsor's computer is the official time-keeping device for the Contest.

3. Who Can Enter: The Contest is open to all legal residents of the 50 United States and DC who are 18 years old, or older. The person depicted in the photographic Submission (as defined below) must be a female who is between four (4) and eight (8) years old. Entrants must be able to attend the Little Debbie 50th Anniversary Event on February 12, 2010 in Atlanta, GA. Void elsewhere and where prohibited. Employees of Contest 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 Contest or win Contest prizes. Any other persons with whom such employees are domiciled are also not eligible to enter the Contest or win Contest prizes.

4. How to Enter: During the Submission phase, visit [www.LittleDebbie.com](http://www.LittleDebbie.com) and follow the links and instructions to register for the Contest. Complete the registration, including a valid home mailing address. P.O. Boxes are not permitted. Submit one (1) photo of your Little Debbie look-a-like in order to receive one (1) entry into the Contest (the "Submission"). By uploading your Submission, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission must be in .jpg format;
- The Submission must not exceed 5mb in size; and
- The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor or any other person or party affiliated with the promotion and

administration of this Contest;

- The Submission must not contain brand names or trademarks other than those of Sponsor, which entrant has a limited license to use for the sole purpose of creating and uploading a Submission in this Contest;
- The Submission must not contain text, images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

You must be the parent or legal guardian of the child in the Submission or have permission from the parent or legal guardian of the child.

For All Submissions: Limit: You may submit one (1) Submission during the Submission phase. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested by Sponsor, entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 13, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

In the event of a dispute as to any Submission, the authorized account holder, at time of entry, of the email address used to register for the Contest will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The entrant may be required to show proof of being the authorized account holder.

5. Winner Determination: Winners will be determined according to the process set forth below.

(a) Preliminary Judging Phase: During the First Round Judging Phase, a panel of qualified, independent judges determined by Sponsor in its sole discretion will select the fifty (50) entrants with the highest-scoring Submissions (the "Semi-finalists") from among all eligible Submissions based on the following criteria:

- Essence of the Little Debbie Character (40%);
- Dress/Look of Little Debbie Character (40%); and
- Photographic quality of the Submission (20%)

In the event of a tie, the entrant whose Submission received the highest score in the Dress/Look of the Little Debbie Character criteria, as determined by the qualified judges in their sole discretion, will be deemed the applicable Semi-finalist. Sponsor reserves the right to select fewer than Fifty (50) Semi-finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

(b) Semi-Final Judging Phase: During the Semi-final Judging Phase, Debbie McKee-Fowler (the inspiration for the Little Debbie Character) and/or another McKee family member(s) will select the ten (10) Semi-finalists with the highest-scoring Submissions (the "Finalists") based on the following criteria:

- Essence of the Little Debbie Character (40%);
- Dress/Look of Little Debbie Character (40%); and
- Charm/Spirit represented in Submission (20%)

In the event of a tie, the entrant whose Submission received the highest score in the Charm/Spirit of the Little Debbie Character criteria, as determined by the judge(s) in their sole discretion, will be deemed the applicable Finalist. Sponsor reserves the right to select fewer than Ten (10) Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

Each Finalist and the child featured in the Finalist's Submission must be able to attend the Little Debbie 50th Anniversary Event in Atlanta, GA on February 12, 2010.

(c) Final Judging Phase: During the Final Judging Phase, a panel of qualified, independent judges determined by Sponsor in its sole discretion and/or a McKee family member(s) will interview the top Ten Finalists at the Little Debbie 50th Anniversary Event in Atlanta, GA on February 12, 2010 and choose the winner (the "Winner") based on the following criteria:

- Essence of the Little Debbie Character (30%);
- Dress/Look of Little Debbie Character (30%);
- Charm/Spirit (20%); and
- Poise and Behavior (20%)

Winner and the child featured in the Winner's submission must be present to win.

#### 6. Prize Details:

The top Fifty (50) semi-finalists will each win a case of Little Debbie brand snack cakes. ARV \$37.00; Total ARV \$1,850.00.

The top ten (10) Finalists will each receive an invitation to the Little Debbie 50th Anniversary Event in Atlanta, GA on February 12, 2010 (the "Event"). Each Invitation Prize Package includes: (i) two (2) vouchers for one (1) AirTran Airways round trip flight each to Atlanta for the Event from any AirTran Airways destination in the continental United States; (ii) double occupancy standard hotel accommodations for up to two (2) nights (room night and taxes only) at a designated Holiday Inn or Holiday Inn Express hotel in the Atlanta area. Hotel stay will be awarded in the form of Priority Club points and Winner will need to provide Priority Club Rewards membership number, or enroll for free at [www.priorityclub.com](http://www.priorityclub.com). All Priority Club Rewards Membership Terms and Conditions will apply; (iii) A gift bag containing Little Debbie brand snack cakes, a Madame Alexander Little Debbie 50th Anniversary collectable doll and a \$50 gift card. ARV \$1,450.00; Total ARV \$14,500.00.

The grand prize Winner will also receive a \$5,000 Scholarship Award on behalf of the child in the winning submission. The winning submission will also appear on certain packages of Little Debbie product. ARV \$5,000.00.

Total ARV of all prizes \$21,350.00.

Travel requirements and related costs to and from the closest AirTran departure city are not included. Transportation costs in Atlanta and to and from the Event are not included. All taxes, meals, tips, travel insurance, baggage fees, airline/airport fees, gasoline, and entertainment are the responsibility of each Winner. 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. Entrants are eligible to win one prize only.

7. Awarding of Prizes: If your Submission has been selected as a potential semi-finalist, you will be contacted by telephone, email or US mail as per the information indicated in your online entry form by January 29, 2010 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. If a Winner cannot be contacted, or does not respond within three (3) 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 Semi-finalist 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 KIND, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.)

Acceptance of any prize shall constitute and signify Winner's agreement and consent that Sponsor and its designees may use the Winner's, name, city, state, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, Winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 13 below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

8. Odds of Winning: Odds of winning a prize depend on the total number of eligible Submissions received.

9. Privacy: Contest Entities will be collecting personal data about you for the administration of the Contest 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 Contest 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.

10. Publicity: Acceptance of a prize constitutes permission for Contest 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.

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

12. Winners' List: The names of the Winners and a copy of these Official Rules are available online at [www.littledebbie.com](http://www.littledebbie.com), or by sending a self-addressed, stamped envelope with your request to: Little Debbie Look-a-Like Contest, McKee Foods Creative Services, P.O. Box 750, Collegedale, TN 37315. Requests must be received by April 30, 2010. By entering the Contest, you grant Contest Entities permission to send Contest updates and Winner notification, specials, promotions and/or newsletters to you.

13. General Terms and Conditions: This Contest is void where prohibited by law. The Contest is subject to all applicable federal, state, and local laws and regulations; provided, however, that the Contest is not subject to the laws of any jurisdiction outside the United States. The Contest Entities reserve the right to terminate or withdraw the Contest at any time, by posting a notice online at [www.littledebbie.com](http://www.littledebbie.com). By participating in the Contest, each participant agrees to release and hold harmless the Contest 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 Contest 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 Contest, (4) inaccessibility or unavailability of the Internet or a Contest 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 Contest or download any materials in the Contest, or (6) any typographical error or other error in these Official Rules or in any other communication relating to the Contest. All Submissions become the property of Contest Entities.

Sponsor: McKee Foods Corporation, Collegedale, Tennessee