

Tastykake®  
“Win Tastykakes for a Year”  
Email Entry & Referral Contest

OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL MAKING A PURCHASE INCREASE YOUR CHANCES OF WINNING.**

1. How to Enter. To enter the “Win Tastykakes for a Year” promotion (“Promotion”), visit the Win Tastykakes center on [www.tastykake.com](http://www.tastykake.com) (the “Site”), fully complete an entry form and click the submit button. All entry information shall be collectively referred to herein as the “Entry.” After the Promotion Period, as defined below, one (1) Winner will be selected in a random drawing from all eligible entries received. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of Tasty Baking Company, its subsidiaries and affiliates (“Sponsor”) and receipt of entries will not be acknowledged nor will entries be returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, all of which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. All entrants must have a valid email address. Visitors who are new to the Site during the Promotion Period and who register on the Site and timely complete and submit the entry form (“Eligible Visitors”), and visitors to the Site who registered prior to the Start Date and who refer one or more Eligible Visitors (“Eligible Referrers”) will be eligible to win. Eligible Referrers do not need to submit an Entry. Eligible Visitors must appropriately submit the information regarding the Eligible Referrer. The Eligible Referrer will receive one Entry for each Eligible Visitor appropriately referred by them. Eligible Visitors may submit one Entry form and will receive one Entry in the contest. Eligible Visitors will be prompted to enter the name of the Eligible Referrer on the Entry form. If an Eligible Visitor is referred by more than one referrer, the referrer eligible to receive the Entry for that Eligible Visitor will be the referrer whose name first appears on a submitted Eligible Visitor’s Entry form.
2. Start/End Dates. Promotion begins at 12:01 pm ET on March 8, 2010 and ends at 11:59 am ET on April 15, 2010 (“Promotion Period”).
3. Eligibility. Participation is open only to legal residents of the 50 United States or the District of Columbia who are 18 or older as of date of entry. Employees, officers and directors of Sponsor or its partners, dealers, advertising and promotion agencies, manufacturers or distributors of promotion materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) are not eligible to enter. All federal, state and local laws and regulations apply.
4. Random Drawing/Odds. Following the Promotion Period, on or about April 17, 2010, one (1) winner (“Winner”) will be selected from all eligible entries received throughout the Promotion Period. Odds of winning the Prize depend on the number of eligible entries received throughout the Promotion Period. By entering the Promotion, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Promotion.

5. Prize. One (1) Winner will receive twelve (12) Large Classic Collections, one collection per month for 12 consecutive months. Approximate Retail Value: \$480. No substitutions. Cash redemptions are not permitted. In the case of unavailability of prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes, gratuities and unspecified expenses are the sole responsibility of winners..

6. Notification. Winner will be notified by email approximately three (3) days after selection. Winner may be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release, or other confirmatory document, in Sponsor's sole discretion, within five (5) days of prize notification. If Winner cannot be contacted within five (5) calendar days of first notification attempt or if prize or prize notification is returned as undeliverable, if winner rejects his/her prize, or in the event of noncompliance with these Promotion rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. Transfer of prize is prohibited.

7. Conditions. All federal, state and local taxes are the sole responsibility of the Winner. Participation in the Promotion and acceptance of prize constitutes Winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Winner regarding the Promotion or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants, Winner agree to release and hold harmless Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Entrants who do not comply with these Official Rules or who attempt to interfere with this Promotion in any way shall be disqualified.

8. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential Winner may be requested to provide Sponsors with proof that such Winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its partners and promotion and advertising agencies and their respective subsidiaries and affiliates, directors, officers, employees, agents and suppliers 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 Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion 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 Promotion. In such case, Sponsor will select the Winner(s) from all eligible entries received prior to and/or after (if appropriate) the 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 Promotion or web site. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion 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 entrants or Sponsor representatives.

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

9. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policies. Please review Sponsor's privacy policies at [www.tastykake.com](http://www.tastykake.com). By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information in accordance with Sponsor's privacy policies and acknowledge that they have read and accepted the terms of each. Entrants who check the first opt-in box agree to receive promotional offers and news letters from Sponsor.

10. List of Winners/Winner's Name. To obtain a list of Winners, send a self-addressed, stamped envelope by August 31, 2010 to: Tasty Baking Company, Attn: "Win Tastykakes for a Year", c/o Marketing Department, Three Crescent Drive, Suite #200, Philadelphia, Pennsylvania, 19112.

11. Disputes. Except where prohibited by law, all disputes concerning this promotion will be governed by and construed in accordance with the laws, rule and regulations of the Commonwealth of Pennsylvania without regard to its choice of laws or conflict of laws provisions.

12. Rules Request: For a paper copy of the Official Rules, please send a self addressed, stamped envelope to: "Win Tastykakes for a Year" Rules Request, Tasty Baking Company, c/o Marketing Department, Three Crescent Drive, Suite #200, Philadelphia, Pennsylvania, 19112. Request must be received by 8/31/10.

SPONSOR: Tasty Baking Company and its subsidiaries and affiliates with principal place of business at Navy Yard Corporate Center, Three Crescent Drive, Suite #200, Philadelphia, PA 19112.

Void outside of the 50 United States and the District of Columbia, and in Florida, New York, Rhode Island and Puerto Rico, and where prohibited, taxed or restricted by law.