

## Wawa-Tastykake Sweepstakes Official Rules

The following promotion is intended for participation by residents of the states of Delaware, Maryland, New Jersey, Pennsylvania and Virginia only and shall only be construed and evaluated according to United States law. Persons residing in other jurisdictions are not eligible to participate in this Promotion.

**1. NO PURCHASE NECESSARY. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING.** Only open and offered to legal U.S. residents of Delaware, Maryland, New Jersey, Pennsylvania and Virginia, 13 years of age or older. If you are a U.S. resident in the military and are stationed outside of the 50 United States, you may participate in this promotion by providing your U.S. residential address as requested. No overseas military addresses will be accepted. U.S. Territories are excluded from this promotion. Employees and directors of Tasty Baking Company ("Sponsor"), Wawa, its respective parents, subsidiaries, and affiliated companies, advertising, promotion, or production agencies (and their respective IRS dependents, immediate family members [spouse, children, siblings, parents] and individuals residing in their same household) are not eligible to participate. Void where prohibited or restricted by law.

**2. PROMOTION PERIOD/REGISTRATION:** Promotion begins on January 9, 2006, 12:00:01 a.m. Eastern Time (ET) and ends on February 5, 2006, 11:59:59 p.m. ET (the "Promotion Period"). Participation requires registration at the Web site (as defined in Rule #3). Registration is free, and free Internet access and email accounts are available at many public libraries. The computer of an independent judging agency ("Independent Judging Agency") whose decisions are final and binding in all matters relating to this promotion (the "Promotion") is the official time-keeping device for the Promotion. A new registrant to the Web site will need to provide his/her complete name, address, daytime telephone number, and email address and follow the online instructions for submitting a Web site registration and creating an online account. After you complete the Web site registration process (or if you are already registered at the Web site), follow the online instructions to participate in this promotion. By participating, entrants agree to these Official Rules.

**3. HOW TO PLAY FOR A CHANCE TO WIN AN INSTANT-WIN PRIZE:** Look for game pieces on specially-marked packages of Tastykake single serving products, while supplies last. Each game piece will contain a game code ("Code"). Once you have obtained a game piece, go to <http://www.tastykake.com> ("Web site"), and follow the online instructions to play by entering an eligible Code. Or, a free Code can be obtained at the Web site when you click on the "Need A Game Code To Play? icon". Only official Codes provided on specially-marked packs or available on the Web site are eligible. Any other codes are invalid and void. Once a code is entered, it becomes invalid and can no longer be used to enter the instant-win game. All plays are subject to verification by an independent judging agency ("Independent Judging Agency").

Upon completing the registration process and entering your Code, you will be notified via email or postal mail within one (1) business day. **Limit one (1) game play per person and per email address per day.** (A day begins at 12:00:01 a.m. ET and ends at 11:59:59 p.m. ET.) ("Day") Additional attempts will be rejected. Plays generated by a robotic, programmed, script, macro or other automated means will be disqualified. No other form of play is valid. All game information becomes the property of the Sponsor. Sponsor reserves the right to verify all plays.

**4. PRIZES/ODDS: Instant-Win Prizes:** Twenty-eight (28) First Prizes, one each Day: \$100 Wawa Gift Card; Five Hundred Sixty (560) Second Prizes, twenty (20) each Day: \$5 Wawa Gift Card.

**5. CONDITIONS OF PARTICIPATION :** Each participant (and participant's parent/legal guardian if participant is a minor) agree that (a) Sponsor, its parents, subsidiary and affiliated companies, Wawa, Inc., advertising and promotion agencies, prize providers, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, are released, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s) (including death), or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Promotion or Promotion-related activities and (b) except where legally prohibited, each winner (and winner's parent/legal guardian if winner is a minor) grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under Sponsor's authority the right to the use of his/her name, photograph, likeness, voice, image and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, at any time or times, in all media now known or hereafter discovered, worldwide and on the Internet and World

**Wide Web, without notice, review or approval.** Prize winners (or winner's parent/legal guardian if winner is a minor) will be required to complete, sign, and return an Affidavit of Eligibility, and, where lawful, a Publicity Release within seven (7) days of notification attempt. If documents are not returned within seven (7) days, or if any prize notification or prize is returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, such prize will be forfeited, and an alternate winner selected. Taxes on prize are solely winner's responsibility.

**6. GAME CONDITIONS:** Game pieces are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated, used by any participant more than once or tampered with in any way, or if a game piece contains, or is the result of a printing, seeding, typographical, mechanical or other errors, or does not contain proper security devices. Sole liability for an irregular game piece is limited to replacement with a free randomly selected game piece while supplies last. No more than the stated number of prizes will be awarded. In the event that production, seeding, printing or any other reasons cause more than stated number of prizes in any category, as set forth in these Official Rules, to be available and/or claimed, Sponsor reserves right to award only stated number of prizes (previously not awarded) in that prize category by random drawing from among all legitimate eligible prize claimants in that category.

**7. GENERAL CONDITIONS:** Neither Sponsor nor its agencies are responsible for lost, late, incomplete, stolen, misdirected, or illegible, entries or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), Web site, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, 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 any such information. Should any portion of the Promotion be, in the sole opinion of the Sponsor, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion and select winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of the Web site. Sponsor is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Web site. In the event of a dispute over the identity of an entrant, entry will be deemed made by the authorized account subscriber of the email address submitted at time of entry. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. The potential winner may be required to provide the Sponsor with proof that he/she is the authorized account subscriber of the email address associated with the winning entry. If a dispute cannot be resolved, the entry will be deemed ineligible. The information you provide is subject to the Web Privacy Policy. To read that policy, access the Web site and click on the Privacy Policy text link.

Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of this Promotion, or to be acting in violation of these Official Rules, or to acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DILIBERATELY ALTER OR DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW

**8. 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.

**9. WINNERS LIST:** For the names of winners, write your name and complete address on a 3" x 5" card and send in a first-class stamped envelope to: Wawa-Tastykake Sweepstakes, P.O. Box 405, Kensington, CT 06037-0405 for receipt by February 28, 2006.

**10. SPONSOR:** Tasty Baking Company, 2801 Hunting Park Avenue, Philadelphia, PA 19129.