

SusieCakes Custom Cake Contest (“Contest”) OFFICIAL RULES NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS Contest IS INTENDED FOR LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND PHYSICALLY LOCATED IN THE UNITED STATES OR THE DISTRICT OF COLUMBIA AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

1. **ELIGIBILITY:** Open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age and older. The following individuals are not eligible to enter or win a prize: employees, directors, and officers of SusieCakes. (“Sponsor”) or of any of its parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, judging, administrative, and contest agencies involved in any of the administration, development, fulfillment, and execution of this Contest (collectively, “Contest Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest). Void where prohibited.
2. **Contest PERIOD:** Contest begins on July 10, 2017 at 10:00:00 am Pacific Time (“PT”) and ends on July 21, 2017 at 6:00:00 pm PT (the “Contest Period”). Sponsor’s (or its representative’s) server is the official time keeping device for the Contest. 3. **TO ENTER:** There is one method of entry for this Contest: 1. Via the SusieCakes website Click on the link and follow the on-screen instructions to complete and submit the entry form with your name, email address and agreement to the Official Rules to receive one (1) entry (“Entry”) into the Contest. Important Limit one (1) Entry per person/email address. Automated means of entry are prohibited and any use of automated devices to enter or otherwise participate in the Contest will cause disqualification. An email address is required to enter. Only fully completed Entries are eligible. In the event of a dispute as to who submitted an Entry, the name of the authorized account holder associated with the email address will be deemed to be the entrant and must comply with these Official Rules. The “authorized account holder” is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Entrants may not enter with multiple email addresses or use any other device or artifice to enter multiple times above the stated limit or as multiple entrants. Any entrant who attempts to enter with multiple email addresses or uses any device or artifice to enter multiple times above the stated limit will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Proof of submission is not proof of receipt by Sponsor. Once an Entry is submitted it cannot be modified, deleted or cancelled. **Entry Restrictions:** Each Entry must be suitable for display and publication in all forms of media, including but not limited to the internet, the World Wide Web, print, radio, and network, cable or satellite television broadcast. Accordingly, Entries must be dignified, modest and in good taste, may not be obscene or indecent, including but not limited to profanity, must not contain any offensive or defamatory references including but not limited to words/images that might be considered offensive to individuals of any race, ethnicity, reli-

gion, orientation or socioeconomic group, must not include threats to any person, place, business, group or world peace, it must not invade privacy or other rights of any person, firm or entity, it must not portray Sponsor or Sponsor's brands or products in any way that might tend to subject any of them to public contempt, scandal, disrepute or ridicule, and it must not in any other way violate any applicable laws, rules or regulations or network standards. Sponsor reserves the right to make determinations of suitability in its sole and absolute discretion, and to disqualify any Entries it determines to be inappropriate for any of the reasons listed above, or for any other reason. Entrant acknowledges and agrees that such decisions of Sponsor are final and binding. Submission of an Entry grants Sponsor and its agents the unconditional, irrevocable, worldwide right to publish, use, adapt, edit, and/or modify the Entry in any way, including each component of the Entry, together or separately, in whole or in part, in any and all media, without limitation, and without compensation or consideration to the entrant, whether or not such Entry is selected as a winning Entry.

3. BY SUBMITTING AN ENTRY, EACH ENTRANT REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE, AND INTEREST NECESSARY TO GRANT THE SPONSOR THE WORLDWIDE, IRREVOCABLE, AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH ENTRY IN ANY WAY AND POST THE ORIGINAL ENTRY ON THE INTERNET OR USE THE ENTRY IN ANY OTHER WAY AND AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S SOLE DISCRETION. Sponsor reserves the right to, and may or may not monitor/screen Entries prior to posting them on the Web Site. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions. Any questions, comments or complaints regarding this Contest shall be directed to Sponsor. Information collected in connection with this Contest is subject to Sponsor's Privacy Policy (available at <http://www.SusieCakes.com>).
4. DRAWING/ODDS: On or about July 24, 2017, three winners will be selected. The odds of winning depend on the number of eligible Entries received during the Contest Period. Limit one (1) prize per person/household.
5. JUDGING CRITERIA: Entries will be judged by a panel of Sponsor representatives and based on 50% demonstration of what makes the celebration special and 50% demonstration of how a custom cake will help to celebrate.
6. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"): Three (3) Prizes: Custom cake for their celebration valued at \$150 including art time decoration (art time not to exceed \$50) Any additional decoration desired will be charged in accordance with Sponsor's pricing and payment policies and the responsibility of the prize winner. Prize does not include delivery. If cake ordered is less than maximum prize value, winner forfeits remaining value. Remaining value is not eligible for store credit and cannot be applied to any other items. Cake order

must be for event (prize redeemed) on or before November 15, 2017

7. **PRIZE RESTRICTIONS:** Prizes are non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, the Sponsor reserves the right in its sole discretion to substitute the prize (or a portion thereof) in whole or in part with a prize of equal or greater value. All federal, state, and local taxes, and any other costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner. Cake order must be for event (prize redeemed) on or before November 15, 2017
8. **WINNER NOTIFICATION AND PRIZE CLAIM:** Potential winners are subject to verification, including verification of age and ownership over the social media account used to enter. Potential winners will be contacted via phone and/or email on or about seven (7) days after winner selection, and will be required to complete, and sign a Publicity Release, or prize will be forfeited and an alternate winner may be selected. Sponsor is not responsible for any change of mailing address, email address and/or telephone number of entrants. In the event of noncompliance with these Official Rules, if a potential winner is found not to be eligible, or if a prize notification or prize is unclaimed or returned as undeliverable, the prize will be forfeited. Prizes that are properly claimed will be fulfilled within 12-16 weeks of verification. Unclaimed prizes will not be awarded.
9. **GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.** If the Contest is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Contest. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect Entries received prior to cancellation. In the event that an Entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another Entry into the Contest.
10. **LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Contest Parties resulting from user's participation in, attempt to participate in the Contest, or download of any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences, without limitation, that may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure

of any email transmissions to be sent to or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention in the operation of the Contest, including without limitation: unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Contest. Sponsor is not responsible for any typographical errors in the announcement of any prize or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk. Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Website, or the download of any information from the Website. As a condition of entering, entrants agree to release and hold Sponsor and the Contest Parties harmless from any and all liability, loss, or damage incurred with respect to entrant's participation in the Contest and the awarding, receipt, possession and/or use or misuse of any prize.

11. **PUBLICITY:** Winners, in accepting their prize, consent to the Sponsor's use of their name, address (city, state), photographs and likenesses for purposes of advertising, trade and promotion in any and all media, without further compensation. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

12. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT**

AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE Contest, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE Contest, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RECOURSE TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

13. GOVERNING LAW & JURISDICTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the California, without giving effect to any choice of law or conflict of law rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules shall be resolved exclusively in the jurisdiction and venue of the federal, state and local courts located in CA. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

14. SPONSOR: SusieCakes Holdings, LLC("SusieCakes")