

Tornadoes Chaser Photo/Video Contest.
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW OR REGULATION. You must be thirteen (13) years of age or older to enter this Contest. Open to legal residents of the 50 United States and the District of Columbia at the time of entry.

1. CONTEST TIMING: The Tornadoes Chaser Photo/Video Contest (the “**Contest**”) entry period begins on Monday, August 27, 2018 at 12:01:00 a.m. Eastern Time (“ET”) and ends on Thursday, November 1, 2018 at 11:59:59 p.m. ET (the “**Entry Period**”). At the conclusion of the Entry Period all eligible entries will be Judged based on predefined judging criteria as later described in these rules to determine up to two-hundred (200) Finalists. The Finalists will be announced Friday, November 2, 2018. The public voting period will begin on Friday, November 2, 2018 at 12:01:00 ET and end on Saturday, November 24, 2018 at 11:59:59 p.m. ET (the **Voting Period**). At the conclusion of the Voting Period the 110 entries with the greatest number of votes will be prize winning entries (see Rules #6 below for prize listing).

The prize-winning entries will be announced on or about Monday, November 26, 2018. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Fini Sweets, Inc., 215 Gage Drive, Suite J-12, Hollister, MO 65672, 7-Eleven, Inc., 3200 Hackberry Road, Irving, TX 75063 (the “**Sponsors**” and “**Judge**”), and/or COHEN-FRIEDBERG ASSOCIATES, LLC Framingham, MA 01702 www.cfapromo.com (the “**Administrator**”) whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

2. ELIGIBILITY: This Contest is open to legal residents of the 50 United States and the District of Columbia who are thirteen (13) years of age or older at the time of entry (the “**Entrant**”). By making a video or photo entry submission, you hereby release Sponsors and all of their affiliated entities and all of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns from any and all claims relating to your entry submission, including without limitation arising from the risk of misdirection or misdelivery of your entry. Sponsors, Administrator and each of its companies, subsidiaries, advertising and promotion agencies, and any and all other companies associated with the Contest (collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsors. The Sponsors designated database clock will be the timekeeper for this Contest. **This Contest shall be void where prohibited by law.**

3. HOW TO ENTER:

1. When you spot Fini Tornadoes at any participating 7-Eleven location, take a photo (B&W or in color) or video (not to exceed (1) minute in length) of you or you and your friend(s) near the Fini Tornadoes display or outside of the store with the Fini Tornadoes product (“Entry”).

Unable to find the Fini Tornadoes product? You may still enter by issuing a “Tornadoes Watch” in your video or photo. FiniSweetsUSA.com

2. Visit <http://www.finisweetsusa.com/> during the Entry Period and use the stickers and frames found on the contest landing page to enhance your Entry for judging. You may also unlock the SnapChat Lens for even more tools for enhancing/designing your Entry. To unlock the Lens, you need a SnapCode. The SnapCode can be found on the Fini Tornadoes display located inside participating 7-Eleven Stores during the Entry Period and on the contest landing page. If you choose to use the Lens, use the camera within the SnapChat application and scan the SnapCode to unlock the Lens. The Lens is available for your use for 24 hours. If time expires you will need to scan the SnapCode again. You can save your image or video to post or upload as previously mentioned.
3. Once you have completed the above steps in #2 above, agree to the Official Rules and post or tweet your entry on Instagram or twitter along with the hashtag #FiniUSAcontest and tag @fini_usa.
4. All submitted entries will be reviewed by the Sponsor prior to being entered in to the judging process.
5. Your Eligible Photo/Video must comply with these Official Rules and may not contain any of the Prohibited Content set forth below.
6. **Limit:** One (1) unique photo entry per person per day during the Entry Period.

Follow these easy steps to enter:

- **Instagram:** Share your Entry along with the hashtag #FiniUSAcontest and tag @fini_usa. Once you submit an Entry it may appear on the Sponsor’s “Gallery” page and will be included in the judging process. Instagram’s terms of use (<http://instagram.com/about/legal/terms/#>) apply.
- **Twitter:** Tweet your Entry with the hashtag #FiniUSAcontest and tag @fini_usa. Once you submit an Entry, it may appear on the Sponsor’s “Gallery” page and will be included in the judging process. Twitter’s terms (<https://twitter.com/tos>) apply.
- **Sponsor’s Microsite:** Visit www.finisweetsusa.com and complete the entry form including uploading your Entry. Once you complete the registration, your Entry will be reviewed for compliance and if approved your eligible entry may appear on the Sponsor’s “Gallery” page and will be included in the judging process.

Entry Notes:

All entries are subject to verification and approval by the Sponsors. Entries that do not meet the requirements for the video or photo specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsors will determine in its sole discretion, what constitutes a valid entry. All materials submitted become the property of the Sponsors and will not be returned or acknowledged.

Sponsors reserves the right to cancel or modify the Contest if fraud or technical failures impair the integrity of the Contest as determined by the Sponsor, in their sole discretion, and to award the prizes based on eligible entries received prior to the cancellation.

If you opt to access the contest via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsors are not responsible for any charges.

Prohibited Content:

Entries must be the original work of the participants and not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity.

Entry submissions may not contain, as determined by the Sponsors, in their sole discretion, any

- a)** sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- b)** promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c)** is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other photo/video Entry;
- d)** defames, misrepresents or contains disparaging remarks about other people or companies;
- e)** that contains personal information that you or others, including our judging panel deem as private in your post, photo or video;
- f)** communicates messages or images inconsistent with the positive images and/or good will to which the Sponsors wish to associate;
- g)** infringes the rights of any third party; and/or
- h)** violates any law.

License:

By submitting a video or photo Entry, participants grant Sponsors and/or the participating partners of the Contest, if any; a perpetual, worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the Entry with or without modifications, in any form or medium whether now existing or later developed.

Entrant's Representations: By entering you represent and warrant that the submission is Entrant's original work product and does not infringe the rights of any third party and the submission has not been previously published in any medium.

Entry Notes: Entrant will be able to review his or her entry prior to submission, but once any entry is submitted, entrant cannot access/revise such entry in any way. Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any entries deemed by Sponsors, in their sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsors satisfaction, the affected entry will be deemed ineligible. By entering, all participants and/or entrants release the Sponsors, Judges, Administrator, and their parent, subsidiary and affiliated entities including, all of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Contest and/or his/her receipt or use of the prize awarded in this Contest.

Sponsors are not responsible for problems downloading or uploading any contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsors on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Contest.

4. JUDGING: All eligible entries will be judged by the Judges based on the following equally weighted criteria to determine up to two-hundred (200) Finalists ("**Finalists**"):
 - Creativity

- Originality
- Quality of Entry
- Adherence to Contest Theme

In the event of tie, a third-party Judge selected by the Sponsors, will judge the tied entries to determine the winner.

5. **PUBLIC VOTING:** Up to two-hundred (200) Finalists will be posted to the Contest Microsite at www.finisweetsusa.com for Public Voting beginning Friday, November 2, 2018 at 12:01:00 ET and ending on Saturday, November 24, 2018 at 11:59:59 p.m. ET. At the conclusion of the Public Voting the entries with the greatest number of votes will be the prize-winning entries. In the event of a tie, a third-party Judge selected by the Sponsors, will cast one vote between the tied entries to determine the winner.

LIMIT: You may vote one time per day.

6. **PRIZES:**

Ten (10) Grand Prizes: The top ten (10) entries with the greatest number of fan votes at the end of the Voting Period, may select to receive one (1) XBOX1X or \$530. Approximate retail value \$530. Cash prize paid by check payable to the winner.

One-hundred (100) Runner-Up Prizes: The next (100) entries with the greatest number of fan votes at the end of the Voting Period, will each receive a 7-Eleven Gift Card valued at \$25. Approximate retail value of each prize \$25. Terms and conditions of the Gift Card apply.

Prize is provided on an “as is” basis, without any warranty of any kind. Prize is non-transferable. Prize may not be redeemed for cash (excluding cash prize option) except at Sponsor’s option. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if the advertised prize (or portion thereof) becomes unavailable.

Prize winner is responsible for any and all applicable fees, service charges, surcharges, federal, state, and local taxes, if any, and any other unspecified expenses associated with acceptance or use of the prize.

All estimated retail values are subject to change based on, among other things, normal price fluctuations associated with the marketplace. If the prize or the prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the prize and will be awarded to the next entry with the greatest number of fan votes as determined by the Judges. Prize will be awarded only if the prize winner fully complies with these Official Rules.

7. **WINNER NOTIFICATION:** Prize winner will be notified by email or Direct Message based on the information supplied at the time of entering the Contest. Conduct of the Contest is under the supervision of the Sponsors and the Administrator. Winner must

reply within five (5) calendar days of the first winner notification with all information requested by the Administrator in order to claim their prize.

Once eligibility has been verified and the Sponsors/Administrator receive the prize winner's requested information, the Sponsors will arrange to award the prize. Prize winner must reply with all required information in order to receive their Prize.

8. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS: Acceptance of any prize constitutes prize winner's permission for the Promotion Entities to use prize winner's entry materials, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Promotion Entities from all claims arising out of the use of such Attributes.

Submission of an entry grants the Sponsors and its agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such entry in any way, in any and all media, without limitation and without any compensation to the entrant. Submission of an entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsors any and all rights, title and interest in the entry, including, without limitation, all copyrights.

9. DISQUALIFICATION: Sponsors reserve the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to disparage, annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

10. LIMITATION OF LIABILITY: Neither Sponsors, Judge, Administrator, the Promotion Entities, Facebook, Inc., Twitter, SnapChat, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, officers, directors, employees, agents, attorneys, successors and assigns (the "**Released Parties**") shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any

transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) electronic or human error which may occur in the administration of the Contest or the processing of entries; (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest (vi) use of any prize and (vii) the judging process including the outcome of the Contest.

11. DISQUALIFICATION/FORCE MAJEURE: In the event an insufficient number of eligible entries are received and/or Sponsors are prevented from awarding the prize or continuing with the Contest as contemplated herein by any event beyond his control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsors control (each a **“Force Majeure”** event or occurrence), then Sponsors shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsors will (if possible) judge all eligible, non-suspect entries received as of the date of the event, giving rise to the termination. Inclusion in such judging shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Rules will be awarded.

12. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of Missouri , (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the state of Missouri , without giving effect to any choice of law or conflict of law rules (whether of state of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than state of Missouri .

13. WINNERS LIST: To obtain the name of the winners, send a self-addressed stamped envelope to: Tornadoes Chaser Photo/Video Contest Winners, PO Box 2312, Framingham, MA 01703-2312. All such requests must be received by December 3, 2018.

