

Circle City Marketing and Distributing, Inc. dba Candy Dynamics

Presents

**The Toxic Waste® Hazardously Sour Candy Drummie Award contest
Official Rules**

- 1. HOW IT WORKS:** To enter the online contest (the “Contest”), the parent or legal guardian of a child over the age of six (6) must submit a Parental Consent Form (downloadable form available online at www.toxicwasteonline.com) including their picture of themselves taking the Toxic Challenge® via United States Postal Service. The submission must contain the following element: picture of them taking the Toxic Challenge®. Contest begins at 2:00pm EST on the first day of every month and ends at 11:59pm EST on last day of every month (the “Promotion Period”). Contest may be accessed at www.toxicwasteonline.com. Clicking on the “Drummie Award Contest” icon on the participating Web site will re-direct you a specific URL address to access the Contest. At the contest page, you will be required to download the Parental Consent form to enter the Contest, you will be asked to enter your name, and contact information, as well as, have your parent/legal guardian sign the form in order to participate. Once you have completed the contact information section of the form, you will be asked to submit your photo. Limit one (1) entry per person, immediate family, household, dwelling, street address, (or the equivalent of any of the foregoing) during the Promotion Period. If more than one (1) entry has been made in violation of the previous sentence, then Candy Dynamics (“Sponsor”) in its sole and absolute discretion reserves the right to disqualify the entrant and any entry from any of the foregoing sources from participation in this Contest and any and all promotions sponsored by Sponsor. The decision of the Sponsor to disqualify any entrant or entry shall be final and binding in all respects. Sponsor is not responsible for any lost or unavailable mail, or incomplete submissions that might limit a person's ability to participate in the Contest. Entries become the sole property of Sponsor and will not be returned. All entries must be original works, never been previously published, and must not infringe on any third party copyrights or other rights. By entering the Contest, the entrant gives the Sponsor the right to use, edit, or publish the entry without further compensation.
- 2. ELIGIBILITY:** Contest open only to legal residents of the fifty United States (excluding residents of Puerto Rico and other U.S. territories and possessions) at least 18 years old, residing in a household where there is a related child over the age of six (6) years old in the household as of date of Contest entry. Employees of Sponsor and its divisions, subsidiaries, franchisees, and the immediate families of each of the foregoing, or persons living in the same household of such employees are not eligible. Contest is governed by U.S. laws and is subject to all federal, state and local laws. Void in Puerto Rico, other U.S. territories and possessions and where prohibited. By participating in the Contest, participants agree to be bound by these Official Rules and by the decisions of the judges, administrators and Sponsor, which shall be final and binding in all respects, and to release Sponsor, as well as their respective divisions,

parent, related, affiliated and subsidiary companies, and all coordinating agencies and the officers, directors, agents and employees of each from any and all liability, claims or damages arising out of their participation and the acceptance and use of any prize.

3. **AWARDED ENTRIES:** All properly submitted, eligible entries will be entered into a selection contest by the Sponsor. Incomplete entry forms will be deemed ineligible and will not be included in the selection contest. Sponsor reserves the right to select a maximum of one grand prize winner for the Drummie Exhibit Hall section and a maximum of ten (10) Drummie Runner Ups for the Drummie Wannabe section if there are a large amount of entries received in a one month time period.
4. **PRIZES & APPROXIMATE RETAIL VALUE: One (1) Grand Prize:** As a Drummie Award Grand Prize Winner, you will receive a Golden Drummie Award, a months' supply of Toxic Waste Candy, and a framed picture of the winner as a full "Toxie Head". Approximate retail value of the Grand Prize package is approximately \$50. No substitution of prize elements will be permitted. Prize is not redeemable for cash. **Maximum 10 Drummie Wannabes/month:** As a Wannabe Drummie, you will receive a week's supply of Toxic Waste Candy and your photo entry displayed on our website, amounting to approximately \$20. Approximate retail value of all available prizes is approximately \$250 if 10 Drummie Wannabes are submitted.
5. **CONDITIONS OF PARTICIPATION & CERTAIN RESTRICTIONS:** The contest entrant is solely responsible for entering the Contest during the Promotion Period, as well as claiming a prize if selected as a winner. Prizes may not be transferred or assigned. Grand Prize and Runners Up winners will be notified by mail, phone or courier service (or any combination of same) and must meet all eligibility requirements including, without limitation, the execution and delivery of all necessary releases by such winner and Grand Prize winner (if deemed necessary by Sponsor). Such releases must be filled out by participant in their entirety and properly submitted within 15 days of notification or winner will be disqualified and an alternate winner may be selected in Sponsor's discretion. Grand Prize and Runners Up Prize winners must agree to certain terms and conditions related to eligibility, release of liability, and Sponsor's use of winner's name and/or likeness for publicity, advertising and promotional purposes, without compensation (unless prohibited by law) as part of the prize claim process. Noncompliance may result in disqualification. Taxes on all prizes, if any, are the sole responsibility of the winner. Acceptance of prize constitutes permission to the Sponsor to use winner's name and/or likeness for purposes of advertising and promotion without additional compensation, unless prohibited by law. If permission is given by contest entrant, names, and mailing addresses of contest entrants may be used for future marketing solicitations by Sponsor. If you elect to receive future communications from Circle City Marketing and Distributing, Inc. and its affiliated companies about the Toxic Waste Hazardously Sour Candy product line and other products and services by placing a mark within the associated box on the registration form, your information will be shared with Circle City Marketing and Distributing, Inc. and its affiliated companies. Sponsor reserves the right to cancel or modify the Contest or disqualify a participant if fraud or technical failures destroy the integrity of the Contest as determined by the Sponsor. **IMPORTANT: ANY ATTEMPT TO DEFRAUD OR VIOLATE THE RULES IN ANY WAY IN**

CONNECTION WITH THIS CONTEST WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW AT SPONSOR'S SOLE AND ABSOLUTE DISCRETION. SPONSOR RESERVES THE RIGHT TO MAKE ANY INVESTIGATION INTO THE ELIGIBILITY OF A PARTICIPANT AND DELAY THE AWARD OF ANY PRIZE DURING THE INVESTIGATION FOR ANY PERIOD OF TIME IT DEEMS NECESSARY AND PENDING THE RECEIPT OF ANY AND ALL INFORMATION IT DEEMS NECESSARY. IF SPONSOR SUSPECTS ANY PARTICIPANT OF ATTEMPTING TO DEFRAUD OR VIOLATE THE RULES IN ANY WAY, SPONSOR RESERVES THE RIGHT TO DISQUALIFY THAT PARTICIPANT FROM THIS AND ALL FUTURE TOXIC WASTE HAZARDOUSLY SOUR CANDY PROMOTIONS. SPONSOR'S DECISIONS RESULTING FROM ANY SUCH INVESTIGATION SHALL BE FINAL AND BINDING IN ALL RESPECTS. With respect to each Contest entry, Sponsor, its successors and assigns shall retain worldwide, in perpetuity, all ownership rights to the entrants' Contest Entry, and any part thereof which Sponsor may, in its sole discretion, modify, edit, add to, delete from, distribute, license, duplicate, use, and otherwise exploit in perpetuity in any manner or forum whether now known or hereafter created. Each entrant warrants and represents that he/she is the sole creator of his/her photo entry. All Contest Entries must be in English, must be in keeping with Sponsor's image and may not be offensive or inappropriate, as determined by judges in their sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify entries not keeping with Sponsor's image or that are inappropriate or offensive. By accepting any prize, winner agrees to release and hold harmless Sponsor, Circle City Marketing and Distributing, Inc., their respective parent, related, affiliated and subsidiary companies, and the officers, directors, agents, and employees of each from any claims or liability relating to participation in the Contest or acceptance or use of the prize.

6. **LIST OF PRIZE WINNERS:** Names of all winners of prizes valued at over \$20 will be available after the termination of the Contest. To receive a list of winners, mail a stamped, self-addressed envelope accompanied with a signed, hand-printed request to "Toxic Waste Drummie Award Contest", PO Box 78541, Indianapolis, IN 46278. All requests must be received by the last day of the following month subsequent to the date of entry.
7. **SPONSOR:** Circle City Marketing, Inc. dba Candy Dynamics PO Box 78541 Indianapolis, IN 46278.