

The Dippin' Dots "Win A Super Popcorn Bowl" Online Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE A COMPUTER WITH INTERNET ACCESS IN ORDER TO ENTER.

1. Eligibility

The Dippin' Dots "Win A Super Popcorn Bowl" Online Sweepstakes (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least thirteen (13) years old at the time of entry. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of Dippin' Dots, Inc., American Pop Corn Company, matrixx Pictures LLC or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator

Sponsor: Dippin' Dots, Inc., 5101 Charter Oak Drive, Paducah, KY 42001

Administrator: matrixx Pictures LLC, 3122 Santa Monica Blvd. Ste. 201, Santa Monica, CA 90404.

3. Timing

The Promotion begins on January 2, 2012 at 12:00 P.M. Pacific Time ("PT") and ends on January 31, 2012 at 8:00 P.M. PT (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

4. How to Enter

Online: To enter online, visit www.facebook.com/DippinDots or www.DippinDots.com/JollyTime (the "Websites") and access the online entry form. You will receive one (1) entry into the Promotion upon successful completion and submission of the online entry form. Administrator and Sponsor reserve the right to contact entrants whose email address is submitted as part of this promotion. Entrants may then choose to opt-out of future email notifications.

For All Entries: Unlimited entries per person during the Promotion Period. Multiple participants are not permitted to share the same email address. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized

account holder of the email address used to register will be deemed to be the registrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Sponsor or Administrator and will not be returned.

5. Winners Selection

Prize Drawing: On or about February 3, 2012, up to forty (40) Prize winners will be randomly selected from all eligible online entries received during the Promotion Period.

The potential winners will be notified by email or phone number if provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within three (3) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential winners of each Prize, in accordance with such procedure, and if there is still no confirmed winner of the prize in question after such attempts have been made, such prize may go unawarded.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

7. Verification of Potential Winner(s)

Winner(s) must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. If a potential winner of any prize cannot be contacted or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a sweepstakes prize is disqualified for any reason, Administrator may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

8. Prizes

FORTY (40) PRIZE WINNERS: Each Prize winner will receive one (1) Popcorn Bowl, one (1) Dippin’ Dots Jersey t-shirt, two (2) drink holders, two (2) bottled drinks, two (2) boxes of JOLLY TIME® Pop Corn and two (2) boxes of Dippin’ Candy. The Approximate Retail Value (“ARV”) of each Prize is thirty nine (\$39) USD. Actual value may vary. Any stated difference between the approximate value and actual value of Prize or any substituted prize will not be awarded.

No cash equivalent for the prizes, prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

Odds of winning depends on the number of eligible entries received during the Promotion Period. TOTAL ARV OF ALL PRIZES: \$1,560.00

9. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Administrator and/or the Promotion judges which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Sponsor, the Administrator and each of their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor and the Administrator from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Promotion and/or entrant's acceptance, use or misuse of prize.

10. Publicity

Except where prohibited, participation in the Promotion constitutes winners' consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. IF ENTRANT IS CHOSEN AS A PRIZE WINNER, ENTRANT'S PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING ENTRANT'S NAME ON A WINNER'S LIST.

11. General Conditions

Administrator reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Administrator in its sole discretion. Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information,

whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion play, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, other than those concerning the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate State Court, for the city of New York; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy which is available at <http://www.dippindots.com/privacy.html>.

15. Promotion Results

To obtain a copy of the winners list, send a self-addressed stamped envelope to The Dippin' Dots Win A Super Popcorn Bowl Online Sweepstakes c/o matrixx Pictures LLC,

3122 Santa Monica Blvd., Ste. 201, Santa Monica, CA 90404. Winner's list requests will only be accepted after the end of the Promotion Period and no later than February 29, 2012. VT residents may omit return postage when requesting a winner's list. These Official Rules will be posted at the Websites during the Promotion Period.

These Official Rules may not be reprinted or republished in whole or in part without the prior written consent of Sponsor. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook®. Direct any questions/comments/complaints regarding this Promotion to the Sponsor, not Facebook. Each Entrant will be providing his/her information to the Sponsor and not to Facebook®. Facebook is completely released of liability by each entrant. The information each Entrant provides will only be used for the Sweepstakes. Facebook® is a registered trademark of Facebook, Inc. All rights are reserved.

Sponsored by Dippin' Dots, Inc., 5101 Charter Oak Drive, Paducah, KY 42001.