

SweetARTS Film Fest on TikTok

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING.

1. Promotion Schedule:

The SweetARTS Film Fest on TikTok (Promotion) begins on 8/12/2022 at 12:00 AM [midnight] Eastern Time ("ET") and ends on 9/7/2022 at 11:59 PM ET ("Promotion Period"). The Promotion Period consists of four (4) separate Contests each with its own theme (or "Category") as follows:

Contest	Contest Theme/Category	Start Date @12:00 AM ET	End Date @11:59 PM ET
1	Best Expression of Be Both™	8/12/2022	8/17/2022
2	Best Story Time	8/19/2022	8/24/2022
3	Best Use of Video Tools	8/26/2022	8/31/2022
4	Best Colorful Creation	9/2/2022	9/7/2022

An eligible person may participate in one or more of the four (4) Contests as he/she/they sees fit. However, as set forth below, an eligible person may only win one (1) prize in the Promotion. Submissions for a given Contest if in compliance with these Official Rules will only be judged for the corresponding Contest and will not be retained for subsequent Contest(s) comprising the Promotion, as applicable.

The Promotion will be dormant and inactive, with no video submissions (or, "submissions") being accepted, during the following time periods: 8/18/2022 from 12:00 AM ET – 11:59 PM ET; 8/25/2022 from 12:00 AM ET – 11:59 PM ET; 9/1/2022 from 12:00 AM ET – 11:59 PM ET.

In all cases, time will be kept by TikTok Inc.'s designated computer administering the Promotion.

2. Sponsor/Administrator: The Sponsor of this Contest is Ferrara Candy Company, 404 W Harrison Street, Suite #650, Chicago, IL 60607. The Administrator of this Contest is Group E Marketing Services LLC, 100 South Eola Dr. #1005, Orlando, FL 32801.

3. Eligibility:

The Promotion is open only to legal residents of the 50 United States and the District of Columbia who, as of 8/12/2022, are thirteen (13) years of age or older.** Promotion is void where prohibited by law.

**If entrant is a minor in his/her/their jurisdiction of residence (generally, under 18 years of age), he/she/they must have obtained the permission of his/her/their parent or legal guardian before participating in the Promotion.

Promotion is void outside the United States. If you are not a legal U.S. resident, do not attempt to participate in the Promotion as it is not intended for you.

The following persons are NOT eligible to participate or win a prize in the Promotion:

- (a) Employees, directors, and officers of Sponsor, TikTok Inc., Administrator; the parents, subsidiaries, divisions, and affiliates of any of the foregoing entities or any entity involved in the development, production, or implementation of the Promotion including the celebrity judge (collectively, the "Promotion Entities");
- (b) Influencers/endorsers of any products of Sponsor or its competitors (i.e., manufacturers of candy or confectionary products);
- (c) Professional artists and entertainers defined as individuals who receive compensation for his/her/their performance in film, television, theater or otherwise;
- (d) The immediate family of any person in (a), (b) or (c) ("immediate family" being defined as spouse, siblings, parents, children, and their spouses, regardless of where they live);
- (e) Members of the same household of any person in (a), (b) or (c), whether related or not.

4. Agreement to Official Rules:

By participating, you (if a minor in your jurisdiction of residence, your parent or legal guardian) agree to these Official Rules and the decisions of Sponsor and Administrator, which are final and binding in all respects and are not subject to appeal.

You (if a minor in your jurisdiction of residence, your parent or legal guardian) further agree that, if you are selected as a potential Finalist that in order to remain eligible to win a prize you must consent to a background check as further discussed in Rule 10 below.

5. How To Enter:

First, follow the official SweetTARTS TikTok account, @sweetartscandy (if you do not already). When a given Contest is offered (as set forth in Rule 1 above), create an original video regarding the corresponding contest/category and post the video to your public TikTok account. ***In order for your entry to be eligible, you must tag @sweetartscandy and your posted video must include the hashtag #SweetTARTSFilmEntry. If either is omitted or incorrect, video will not be accepted as a Contest submission.***

6. Privacy:

By participating, you (if a minor in your jurisdiction of residence, your parent or legal guardian) understand and agree that any personally identifiable information provided in conjunction with participation in the Promotion shall be governed by Sponsor's Privacy Policy accessible at www.ferraracandyusa.com/privacy-policy.html and TikTok Inc.'s Privacy Policy accessible at www.tiktok.com/legal/privacy-policy-us?lang=en. If you are minor in your jurisdiction of residence, you should review both Privacy Policies with your parent or legal guardian before entering the Promotion. In the event of any discrepancy between the Privacy Policies of TikTok Inc. and Sponsor, Sponsor's Privacy Policy shall prevail, govern, and control in all respects.

7. General Restrictions on Entry:

With the sole exception of music taken by entrant from TikTok Inc.'s Commercial Sounds Library (in compliance with TikTok Inc.'s terms governing use of same), the content of the video must be entirely the original work product of the entrant him/her/themselves. DO NOT COPY THE WORKS OF OTHERS, IN WHOLE OR IN PART, IN CREATING YOUR VIDEO.

There is a limit of one (1) entry/submission per person per Contest. Violation of this limit will result in only the initial entry/submission for a given Contest being accepted (provided that the entry/submission is otherwise in full compliance with these Official Rules.) However, Sponsor and Administrator reserve the right in their sole discretion to disqualify a given person voiding all his/her/their entries/video submissions as well as prohibiting him/her/them from participating in any remaining Contests comprising the Promotion if

Sponsor/Administrator determine that such person has engaged in repeated or egregious violations of the preceding entry limit.

Group, joint or team submissions will not be accepted; a person may only enter Contest(s) individually and without third party assistance of any kind.

Video must satisfy the technological requirements of the TikTok social media platform.

Use of automated, robotic, or programmed means of entry is prohibited.

Should multiple persons appear in a given video or any other dispute arise as to the identity of the entrant, the owner of the TikTok account used to post such video (as per TikTok Inc.'s business records) will be deemed to be the entrant and sole viable person eligible to win the prize in the applicable Contest.

Proof of posting of video to a TikTok account does not constitute proof of Sponsor's receipt of same or proof of entry in the applicable Contest.

Any acknowledgment of receipt of entry by Sponsor does not constitute any representation of eligibility and is not otherwise binding on Sponsor in any respect. Such acknowledgment of entry includes but is not limited to Sponsor posting a comment in response to a given posted video.

Once posted, a video cannot be modified, amended, or supplemented by entrant. **Before posting your video, make sure that you are completely satisfied with its content.**

Accessing the TikTok social media platform and entering the Promotion via mobile device (including by using the TikTok mobile application or "app") may result in the imposition of wireless Internet access fees and/or other charges as per the applicable wireless carrier's billing policy. Entrant is advised to review such billing policy BEFORE participating in the Promotion; if entrant is a minor in his/her/their jurisdiction of residence, he/she/they should first review the billing policy with his/her/their parent or legal guardian. Wireless Internet access is not available in all areas or on all mobile devices.

8. Restrictions on Entry: Video Content:

Video submission will not be accepted as an entry in the Promotion if Sponsor or Administrator determine in their sole discretion that the video submission (including the name of the video submission, if applicable) does not fully comply with the following content requirements.

- Includes visual or audio content that may infringe the trademark or copyright or other intellectual property rights of any third party other than SweetARTS, or otherwise infringe upon any person's personal or proprietary rights;
- References or depicts any person (including their name or image) who is 12 years of age or younger;
- References or depicts another person (including their name or image) without their consent (if such person is a minor in his/her/their jurisdiction of residence, the consent of his/her/their parent or legal guardian);
- Includes content that demeans, insults, or denigrates another individual because of his/her/their race, religion, national origin, ethnicity, gender/gender identification, sexual orientation, citizenship status, disability or other classification protected under law;
- Includes content that is pornographic, sexually suggestive, profane, obscene, lewd, or otherwise inappropriate;
- Includes content that is disparaging or defamatory to Sponsor or any person, living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity;
- Includes content that espouses a religious or political view of any kind or any other controversial subject matter;
- Includes consumption of alcohol or drug use, acts of violence, or animal cruelty;
- Includes content that is illegal;

- Includes personal information about entrant or any other person, such as full name, email address, phone number or street address;
- Is not relevant to the theme/category of the corresponding Contest;
- Includes any content that has been previously published (including on entrant's or another person's TikTok account);
- Includes any content that was submitted via automated, script, macro, or robotic entries;
- Includes any content that reflects negatively on or adversely affects the business reputation and goodwill of Sponsor, its SweetARTS candy or any of its other products, or TikTok Inc.

Any entry not in compliance with the above and that does not meet the requirements of these Official Rules will be disqualified. A prospective entrant will NOT be notified if his/her/their video is deemed to be unacceptable and does not result in entry. For clarity, even if a video is in compliance with TikTok's Community Guidelines, such video still may not be accepted by Sponsor/Administrator as a Contest entry.

9. Grant of Rights in Video Submission:

Subject only to the rights retained by TikTok Inc. in content published on its social media platform, entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) grants to Sponsor (and to those acting on its behalf) the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, fully sublicensable right and license to use, distribute, exhibit, reproduce, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the entry (in whole or in part) and/or otherwise exploit his/her/their video submission/entry, in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to such entrant (if entrant is a minor in his/her/their jurisdiction of residence, and/or to his/her/their parent or legal guardian), as Sponsor, in its sole discretion, deems appropriate including, without limitation, (a) in connection with Sponsor's business; and (b) in connection with the businesses of Sponsor's successors, parents, subsidiaries, and their related companies. Sponsor may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such entry.

By submitting an entry, each entrant represents and warrants that the entry meets all of the submission requirements set forth herein and that the distribution, reproduction, display, and any other uses of any part of the entry by Sponsor as permitted herein will not infringe any third-party rights. Should a video submission/entry include the name, image or likeness of any third party, entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) represents and warrants that such third party (if third party is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) has consented to inclusion in entrant's video submission/entry and acknowledges that he/she/they (if third party is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) will not receive any prize or compensation in conjunction therewith should such entrant be determined to be a prize winner in the Promotion. **Entrants are advised to only include in their video submission/entry a third party if entrant reasonably believes that he/she/they may secure from such third party (if third party is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) a Release establishing his/her/their consent (if third party is a minor in his/her/their jurisdiction of residence, the consent of his/her/their parent or legal guardian) and acknowledgment that he/she/they will not receive any prize if entrant is determined to be a prize winner.**

Each entrant further agrees to indemnify and hold Released Parties (defined below) harmless from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by such entrant of such warranties or representations made by entrant or of these Official Rules.

Entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent, or legal guardian) further waives any "Moral Rights of Authors" ("Droit Moral") or similar natural rights of ownership that entrant may have in his/her/their video submission/entry whether under statutory or common law.

Entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) understands and agrees that Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it by outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the video submission/entry submitted by entrant and that Sponsor shall have no liability to entrant (if entrant is a minor in his/her/their jurisdiction of residence, and/or to his/her/their parent or legal guardian) or any third party in conjunction therewith.

Entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) understands and agrees that Sponsor (as well as Administrator and the other Promotion Entities) do not have any duty of confidentiality or other fiduciary duty to entrant (if entrant is a minor in his/her/their jurisdiction of residence, and/or to his/her/their parent or legal guardian) relative to the video submission/entry.

Entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent, or legal guardian) agrees, upon the request of Sponsor and without compensation of any kind,

- (a) to execute any additional documents so as to effect, record or perfect the grant of rights contemplated by the preceding "Grant of Rights;" and
- (b) to use best efforts to assist Sponsor or its designees in securing any such additional documents from third parties included in entrant's video submission/entry (if third party is a minor in his/her/their jurisdiction of residence, from his/her/their parent or legal guardian).

VIDEO SUBMISSION REPRESENTS SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE PROSPECTIVE ENTRANT AND DOES NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR, ADMINISTRATOR OR TIKTOK INC. IN ANY MANNER. SPONSOR IS MERELY ENCOURAGING PERSONS TO POST A VIDEO REGARDING THE THEME/CATEGORRY CORRESPONDING TO THE APPLICABLE CONTEST. SPONSOR, ADMINISTRATOR AND TIKTOK INC. DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH ANY VIDEO SUBMISSIONS INCLUDING BUT NOT LIMITED TO LIABILITY FOR MODERATING, MONITORING OR REVIEWING THE CONTENT OF VIDEO SUBMISSIONS. THE POSTING OF VIDEO SUBMISSIONS DOES NOT REPRESENT ANY ENDORSEMENT OF THE CONTENT OF SUCH VIDEO SUBMISSION BY SPONSOR, ADMINISTRATOR OR TIKTOK INC. SPONSOR, ADMINISTRATOR AND TIKTOK INC. WILL NOT EDIT ANY VIDEO SUBMISSION IN CONJUNCTION WITH ADMINISTRATION OF THE PROMOTION.

10. Determination of Finalists:

The preliminary judging for each Contest will begin two (2) – three (3) business days after the conclusion of that Contest as per the chart in Rule 1 above.

For each Contest, a judging panel comprised of representatives of Sponsor will evaluate all eligible video submissions/entries according to the following criteria:

- Creativity & Originality of Video (40%)
- Relevance to Contest Theme (30%)
- Overall Quality & Effectiveness of Expression (20%)
- Extent of Engagement with Video by the TikTok Community, as measured by likes, comments, shares, and views (10%)

The entrants with the three (3) highest scoring submissions/entries for a given Contest are potential Finalists for that Contest. Sponsor reserves the right to select less than three (3) potential Finalists. In the unlikely event of a tie, the potential Finalist will be the entrant whose video submission/entry has the higher/highest score among the tied video submissions/entries in the judging criterion of Overall Quality & Effectiveness of Expression.

Potential Finalists will be notified via private message from @sweetartscandy to his/her/their TikTok account. Potential Finalist must respond to such contact and provide their email address and phone number within the timeframe specified if they wish to advance to the next stage in the promotion. Administrator will contact such potential Finalist via telephone and if he/she/they is preliminarily determined by Administrator to be eligible based

on the telephone call, potential Finalist will be sent via email an Affidavit of Eligibility, a Liability Release, and a Publicity Release (where legal) as well as an authorization and consent for Sponsor and its designees to conduct a background check**, both of which must be completed, signed, and returned within 48 hours of transmission or as directed. If potential Finalist is a minor in his/her/their jurisdiction of residence, the parent or legal guardian of the potential Finalist must complete/sign/return the Affidavit/Release on behalf of the potential Finalist and the background check authorization and consent on behalf of Finalist and him/her/themselves.

**Potential Finalist (if potential Finalist is a minor in his/her/their jurisdiction of residence, and/or to his/her/their parent or legal guardian) understands and agrees:

- (a) that Sponsor will disqualify the potential Finalist without compensation or liability under any legal theory and without explanation of any kind if Sponsor determines in its sole discretion that the background check reveals any facts that reflect negatively on or adversely affect the business reputation and goodwill of Sponsor, its SweetARTS candy or any of its other products;
- (b) to cooperate fully with Sponsor and/or its designees as to the conduct of the background check, providing any and all materials, information and consents required to complete same; and
- (c) that Sponsor's interpretation of the results of the background check are final and binding in all respects and are not subject to appeal.

In addition, should a potential Finalist's submission include the name, image or likeness of any third party, the Affidavit/Release and authorization/consent to a background check must be accompanied by a Release whereby such third party (if third party is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) consents to inclusion in potential prize winner's submission and acknowledges that he/she/they (if third party is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) will not receive any prize or compensation in conjunction therewith.

Potential Finalist will also be disqualified without compensation or other liability to Sponsor, Administrator or Promotion Entities of any kind if he/she/they fails to (a) respond to the private message sent to his/her/their TikTok account by @sweetartscandy by the deadline stated therein; (b) complete, sign and return the Affidavit/Release and the background check authorization/consent by the deadline stated therein; or (c) supply Releases signed by any and all third parties (if third party is a minor in his/her/their jurisdiction of residence, by his/her/their parent or legal guardian) included in the potential Finalist's submission by the deadline stated therein.

Potential Finalist will also be disqualified without compensation or other liability to Sponsor, Administrator or Promotion Entities of any kind if Sponsor/Administrator determine that potential Finalist is not eligible (including the preliminary determination by Administrator that potential Finalist is not eligible based on the telephone call component of the verification procedure) or otherwise not in full compliance with these Official Rules. In the event of disqualification, an alternate potential Finalist will instead be selected; namely, the entrant whose video submission/entry had the next highest score in the applicable Contest.

11. Determination of Prize Winners:

The verified Finalists for each Contest will be notified via email. A celebrity judge and Sponsor representative will review the video submissions of the verified Finalists according to the judging criteria set forth in Rule 10 above. In evaluating the submissions/entries of verified Finalists, the celebrity judge/Sponsor representative will not be bound by the determinations of the preliminary judging panel as per Rule 10 above. The verified Finalist with the highest scoring submission/entry for a given Contest is the prize winner for that Contest. Decisions of judges and Sponsor are final on all matters relating to the Sweepstakes. The involvement of the celebrity judge is subject to his/her/their availability; and, notwithstanding such advertising, should the celebrity not participate in the judging for any reason (whether or not foreseeable by Sponsor) Sponsor shall not have any liability under any legal theory with its liability being limited to replacement with another judge of its sole choosing. To the extent feasible, Sponsor will post notification of the unavailability of the celebrity judge on @sweetartscandy and www.sweetartscandy.com.

Winners will be announced during a live presentation which is scheduled to take place on 10/06/2022 on the TikTok social media platform. Winners must timely complete, sign and return a 2nd Affidavit/Release accepting the Prize within the deadline indicated therein. (Sponsor, Administrator and Promotion Entities shall not have liability of any kind if the live presentation does not take place as intended for any reason, whether or not reasonably foreseeable by Sponsor/Administrator).

The verified Finalists for a given Contest who do NOT win the prize for that Contest will be notified accordingly.

12. Prizes:

Four (4) Prizes in total in the Promotion, with one (1) Prize per Contest.

Each Prize is Twenty-Five Thousand Dollars (\$25,000) awarded as a check.

The total value of all Prizes in the Promotion is One-Hundred Thousand Dollars (\$100,000).

Limit of one (1) Prize per person/TikTok account. If a person wins one (1) Contest, he/she/they cannot be a Finalist in any subsequent Contests comprising the Promotion.

Should winner be a minor in his/her/their jurisdiction of residence, Sponsor reserves the right to award the Prize in the name of or to the winner's parent/legal guardian.

Winner is solely responsible for any and all unspecified expenses in conjunction acceptance and use of the Prize.

No prize substitution. Winner cannot transfer prize. Winner will be solely responsible for all applicable taxes (not limited to federal, state, local and/or income) on prize. Winner will be issued an IRS 1099 Tax Form reflecting value of prize (i.e., \$25,000) and he/she/they agrees to fully cooperate with Sponsor and/or Administrator as to compliance with all applicable government-tax reporting requirements, including by providing his/her/their Social Security Number or Tax Identification Number.

Except where prohibited by law, by participating in the Promotion, entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) consents to Sponsor and its designees' use of entrant's name, address (city/state), likeness, statements, other personally identifiable information for promotional, advertising and marketing purposes (including any possible public relations opportunities), in any media throughout the world without prize, incentive, consideration, consent, or review without further compensation except where prohibited by law (TN residents need not so consent); and upon request, entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) will provide written consent to such use. The preceding rights of publicity include a prize winner participating in interviews and like activities with Sponsor upon Sponsor's request and without compensation/consideration other than the prize. Nothing herein in any way obligates Sponsor to make use of such publicity rights and, by refraining from doing so, Sponsor will not incur any liability to prize winner under any legal theory. Should Sponsor or its designees so request, prize winner (if prize winner is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) agrees to use best efforts without compensation other than the prize to assist Sponsor/its designees in securing a similar grant of rights from any third party (if third party is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) included in the winning video submission/entry.

13. Release of Liability & Additional Conditions of Participation:

By participating, entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) releases and holds harmless Sponsor, Tik Tok, each of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Promotion (collectively the "Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to

persons or property that may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Promotion, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Prize winners assume all liability for any injury or damage caused or claimed to be caused by participation in the Promotion or use or redemption of the prize.

The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or used in the Promotion that may limit the ability to participate, or by any human error that may occur in the processing of the entries in the Promotion.

Entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) understands and agrees that any and all data resulting from the preliminary judging panel's evaluation of submissions/entries including but not limited to "Extent of Engagement with Video by the TikTok Community" as well as the celebrity judge's evaluation of verified Finalists' submissions/entries in conjunction with Sponsor representative (if applicable) is confidential information which is proprietary to Sponsor and TikTok Inc. By participating, entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent, or legal guardian) waives any right that he/she/they may have under any legal theory to review or inspect any such data.

The Released Parties are not responsible for any incorrect or inaccurate information supplied by entrants while participating in the Promotion, incorrect/inaccurate capture or display of entrant's video submission, or for any human or other error, lost data, omission, interruption, deletion, defect, any other error, or malfunction.

CAUTION: SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DISQUALIFY ANY INDIVIDUAL WHO TAMPERS OR ATTEMPTS TO TAMPER WITH THE ENTRY PROCESS OR THE OPERATION OF THE PROMOTION; VIOLATES THE OFFICIAL RULES; ACTS IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER; OR ACTS IN AN ANNOYING, ABUSIVE, THREATENING, OR HARASSING MANNER. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND TIKTOK INC. EACH RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. TAMPERING EXPRESSLY INCLUDES BUT IS NOT LIMITED TO OFFERING ANY CONSIDERATION, COMPENSATION, BENEFIT, OR INCENTIVE IN EXCHANGE FOR ENGAGING WITH ENTRANT'S VIDEO SUBMISSION ON THE TIKTOK SOCIAL MEDIA PLATFORM.

Video submissions/entries that are incomplete, inaccessible, corrupted, jumbled, or garbled due to any cause are void, with Released Parties having no liability for same under any legal theory. Video submissions/entries not complying with these Official Rules are subject to disqualification, with Released Parties having no liability for same under any legal theory.

Sponsor's failure to enforce any term of these Official Rules in a given instance shall not constitute the ongoing waiver of that provision.

In the event of any discrepancy between these Official Rules and materials advertising the Promotion, these Official Rules will prevail, govern, and control.

If for any reason the Promotion is not capable of being executed as planned, tampering, unauthorized intervention, fraud, action of entrants, infection by computer virus, bugs, technical failures, or any other causes which in the opinion of Sponsor, TikTok Inc. or Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct one or more Contests comprising this Promotion, Sponsor reserves the right at its sole discretion to disqualify any suspect video submission/entry and to cancel, terminate, modify, or suspend the Contest(s) and perhaps the Promotion in its entirety. In the event of any cancellation, termination, or suspension, notice thereof

will be posted on @sweetartscandy and www.sweetartscandy.com and the selection of Finalists (and/or winner[s]) for affected Contest(s) will be made aware in a manner determined by Sponsor, TikTok Inc. and Administrator, in their sole discretion, to be fair, appropriate, and consistent with these Official Rules.

14. Governing Law; Dispute Resolution:

These Official Rules and the Promotion shall be governed by the internal law of Illinois (except for the conflict of law/choice of law rules of Illinois or of any other jurisdiction which would lead to the application of the law of any jurisdiction other than Illinois.)

To the fullest extent permitted by law, entrant (if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent, or legal guardian) agrees that:

- (a) any claim, dispute, or cause of action regarding the Promotion or these Official Rules shall be brought individually (NOT AS PART OF A CLASS ACTION) in the federal or state courts situate in the City of Chicago, County of Cook (State of Illinois), and entrants consent to the mandatory and exclusive jurisdiction of such courts with respect to any such legal proceedings;
- (b) he/she/they consents to the personal jurisdiction of such courts as the exclusive tribunal for adjudication of any such claim/dispute/cause of action;
- (c) his/her/their recovery will be limited to actual out-of-pocket costs involved in participating in the Promotion (if any) and he/she/they expressly waives his/her/their right to all other forms of recovery, including by way of example only, punitive, consequential, indirect, incidental, special and exemplary damages; attorneys' fees or other legal costs for bringing such claim/dispute/cause of action; and any right to injunctive or other form of equitable relief (including the right to suspend or stop the conduct of the Promotion as contemplated herein). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

15. Winners' List:

For the first name, last initial and city/state of winners, send a self-addressed stamped envelope to SweetARTS Film Festival, P.O. Box 2828 Orlando, FL 32801 for receipt by 9/27/2022. Winners' list will be made available after 10/15/2022.

ABBREVIATED RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MUST BE LEGAL U.S. RESIDENT, 13 OR OLDER WITH PUBLIC TIKTOK ACCOUNT: MINOR MUST OBTAIN PARENT/LEGAL GUARDIAN'S PERMISSION BEFORE ENTERING. VOID WHERE PROHIBITED. Promotion begins 8/12/2022 and ends 9/7/2022 (but is dormant & inactive 8/18/2022, 8/25/2022 & 9/1/2022); Promotion consists of 4 separate contests each with its own category/theme. Video submission must tag @sweetartscandy and include #SweetARTSFilmEntry. Limit (1) video submission/entry per person per Contest. Each video submission must be entrant's original work; by posting video submission, entrant (if a minor, his/her/their parent, or legal guardian) grants rights in video submission to Sponsor and TikTok Inc. (1) winner of \$25,000 per Contest. Winner determined based on evaluation of video submissions by judging panels. Subject to Official Rules (including eligibility requirements, judging criteria, prize restrictions and other details) available at @sweetartscandy and www.sweetarts.com.

Sponsored by Ferrara Candy Company, 404 W Harrison Street, Suite #650, Chicago, IL 60607. (Not sponsored by TikTok Inc.)

CONDENSED RULES

NO PURCHASE NECESSARY. Void where prohibited. Must be legal U.S. resident, 13 years or older with TikTok account. Promotion begins 8/12/2022 and ends 9/7/2022. Open to 50 U.S./DC Residents, 13+ (minor must obtain parent/legal guardian's permission before entering). Subject to Official Rules (including eligibility requirements, judging criteria, prize restrictions and other details) available at @sweetartscandy and www.sweetarts.com. Sponsored by Ferrara Candy Company, 404 W. Harrison Street, Suite 650, Chicago, IL 60607.

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