

## **See's Candies, Inc. Agreement Concerning Submissions**

This Agreement constitutes the terms and conditions pursuant to which your written story about See's Candies (the "Story") will be submitted to See's Candies, Inc. ("See's") for the See's "What's Your See's Story" promotion ("Promotion").

This Agreement is a binding legal agreement between you and See's, and you must agree to the terms set forth below before your Story may be submitted to and reviewed and considered by See's. Once you have read and believe that you fully understand the terms and conditions of this Agreement, you will be asked to either "Accept" the terms of this Agreement by means of an opt-in checkbox. If you choose not to check the opt-in box), you will not be able to submit a Story for See's consideration as it is a mandatory prerequisite to submitting a Story. The terms and conditions of this Agreement are as follows:

1. You grant See's an irrevocable right to use the Story that you submit in connection with the Promotion, as well as your first name, city and state.
2. You warrant and represent that you are eighteen (18) years of age or older as of the date of your Story is submitted.
3. You are not an employee of See's or its parents, affiliates or agencies.
4. You represent that with respect to any Story that you submit to See's pursuant to this Agreement: (a) the Story originated with you; (b) you have a legal right to submit the Story to See's; (c) you grant See's the right to use the Story in connection with the Promotion; and (d) the Story will not infringe on the rights of any third parties (including, without limitation, trademark, copyright, patent or trade secret rights, or the rights of publicity or privacy).
5. To the best of your knowledge, you are not aware that your Story is owned by or the subject of any prior trademark, copyright, patent, trade secret or any other intellectual property rights of a third party, which would prohibit you from submitting your Story to See's and granting the rights set forth herein.
6. You represent that your Story does not contain the name of any third party or property owned by a third party.
7. Stories are subject to review and approval prior to posting. You also understand that See's reserves the right not to post any Story you submit if it determines, in its sole discretion, the Story does not comply with the terms of this Agreement. See's shall have the right to remove any Story that is posted at any time, for any reason.
8. You understand that See's expressly reserves the right, in its sole and absolute discretion, to not use a Story on its website, in social media or other media. In addition, See's reserves the right, in its sole and absolute discretion, to not use a Story that is inappropriate, offensive, damaging, inflammatory, promotes dangerous activities or is otherwise objectionable, or that violates this Agreement.
9. You understand that See's is not required or obligated to compensate you for your Story and/or for See's's use of your Story in connection with the Promotion.
10. See's is not responsible for: (i) any loss or corruption of data and/or files resulting from suspension or deletion of data and/or files, network or system outages, file corruption or for any other reason, nor is it required to return any data; or (ii) any loss or damage to your computer and/or

smartphone or any other loss or damage arising from or in connection with your submission of the Story, or your participation in the Promotion.

11. You hereby release and forever discharge See's and its designees and licensees, and their respective officers, employees, directors, shareholders and agents, from any and all claims and liability resulting from your creation of a Story, submission of a Story in connection of with the Promotion,, See's's use of such Story as permitted herein, or otherwise your participation in the Promotion.

12. Any Stories displayed do not represent and should not be considered as the views of See's.

13. See's will not knowingly use and you agree that you will not submit, without limitation, a Story with:

- descriptions of nudity, including unclothed children regardless of age;
- pornographic, sexual, profane, obscene or otherwise inappropriate material/language;
- defamatory or derogatory material/language;
- content that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age
- content that relates to gambling, including without limitation, online casinos, sports books, bingo or poker;
- content that promotes the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
- content that talks about the taking up of arms against any person, government or entity (or otherwise challenges or seek to overthrow any government)
- content describing, promoting and/or inciting violence or dangerous activities;
- content describing, promoting or providing instruction regarding illegal activities
- content not owned by you or which you lack the legal right/authority to submit to See's and grant the rights set forth herein;
- content that includes any third party material or intellectual property (e.g., third party trademarks, patents, trade secrets, or copyright materials);
- content that incorporates, without limitation, the names of individuals, personally identifiable information, third party trademarked products or copyright material;
- content describing, promoting or inciting cruelty to animals;
- content infringing on another's right of publicity;
- content that in any way disparages products, persons, or organizations (whether or not associated with See's);
- content that includes claims about See's products or compares See's products to those sold by third parties; and
- content that is unlawful, in violation of or contrary to the laws or regulations in the United States

14. You understand that any Story submitted to See's is not confidential, that no confidential relationship exists between you and See's, and that See's may disclose or use the Story in its full version or in an edited version in the manner it deems appropriate.

15. In the event that there is any inconsistency between this Agreement and the See's Privacy Policy, Terms of Use and any other agreements, statements or policies that are applicable to the See's website or its social media pages, this Agreement shall apply and be controlling.

16. You agree to abide by the terms and conditions set forth in this Agreement and agree to indemnify and hold harmless See's for any and all damages or liability sustained as a result of your failure to comply with the terms and conditions set forth in this Agreement.

17. You acknowledge and agree that this Agreement is entered into in the State of California. This Agreement shall be interpreted under the laws of the State of California.

18. By submitting your Story, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and See's of whatsoever kind or nature arising out of this Agreement, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in California, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.