

Marble Slab Creamery & MaggieMoo's Ice Cream & Treatery present  
**“The Cake it up a Notch Sweepstakes”**  
**Official Sweepstakes Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL U.S. RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. VOID IN PUERTO RICO, U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED. MUST BE 18 YEARS OF AGE AND OLDER.**

**THE SWEEPSTAKES IS GOVERNED BY THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES TO ABIDE BY THESE OFFICIAL RULES, INCLUDING ALL ELIGIBILITY REQUIREMENTS, AND UNDERSTANDS THAT THE RESULTS OF THE SWEEPSTAKES, AS DETERMINED BY THE SPONSOR AND ITS AGENTS, ARE FINAL IN ALL RESPECTS.**

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO COMPLETELY RELEASE FACEBOOK FROM ANY AND ALL CLAIMS.**

**1. SPONSOR:** The sponsor of this Sweepstakes is Marble Slab Creamery/MaggieMoo's Ice Cream, 5555 Glenridge Connector, Suite 850 Atlanta, GA 30342, ©2016 Marble Slab Creamery/MaggieMoo's Ice Cream & Treatery is a Global Franchise Group, LLC Company.

**2. HOW TO ENTER:** There are two ways to enter this Sweepstakes (each, an “Entry Method” herein):

Method 1: Internet/Facebook Entry: Beginning at 12:01AM Eastern Time (“ET”) on February 10, 2016 until 11:59PM ET on May 8, 2016 (the “Promotion Period”), you may enter “The Cake it up a Notch Sweepstakes” (the “Sweepstakes”) by doing the following: (a) signing into your Facebook account or, if you are not already a member, become a member of Facebook.com and sign into your Facebook account; (b) visiting the Marble Slab Creamery/MaggieMoo's Ice Cream page at <https://www.facebook.com/marbleslabcreamery> (c) clicking on “Enter Sweepstakes” icon; and (d) completing the required information on the entry form, including providing the birthdays (month, day, and year) and relationships to you of three (3) people whose birthday you plan to celebrate this year (collectively, “Entry”). You can also submit an Internet entry by visiting <http://marbleslab.com/sweepstakes> and completing the required information on the entry form. Entrants will also receive one (1) additional Sweepstakes entry for each person it refers via a shared link and that person subsequently enters using the entrant's shared link (“Bonus Entry”). Entries submitted via these methods will be collected by WOBOX on behalf of Sponsor.

Method 2: Mail-in Entry: You may also enter the Sweepstakes via mail by legibly printing your name, complete address, daytime phone number, email address (if applicable), date of birth and the dates and relationships (to you) of three (3) people whose birthday you plan to celebrate in 2016, on a 3x5 card, and mailing it to “The Cake it up a Notch Sweepstakes”, P.O. Box 606, Suite 600, Owings Mills, MD 21117. All mail-in entries must be hand-printed, mailed separately, and bear sufficient postage.

Entrants may enter once per day by either Entry Method.

All entries by either Entry Method must be received between 12:01AM ET on February 10, 2016 11:59PM ET on May 8, 2016 to be eligible for the Grand Prize. Any incomplete or mechanically produced entries will be disqualified. Any attempt to submit an Entry other than as described herein is void.

Any attempt by any participant to obtain multiple Entries by using multiple/different email addresses, identities, registrations or logins, or any other methods may void that participant's entries and that participant may be disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar Entry methods or agents (including, but not limited to, promotion entry services) will void all entries by that entrant. In the event of a dispute as to any online Entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential Grand Prize Winners may be required to show proof of being the authorized account holders.

Additional Entry Conditions: Sponsor have no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled or misdirected entries, which will be disqualified. No telephoned, faxed or mechanically reproduced entries will be accepted. Proof of submission of an entry will not be deemed proof of receipt. In the event of a dispute as to any entry, the authorized account holder of the e-mail account used to enter will be deemed to be the entrant. The "authorized account" holder is the natural person assigned the e-mail account. Potential winners may be required to show proof of being the authorized account holder.

Sponsor will be collecting personal data about entrants (including, without limitation, e-mail addresses) when such entrants enter the Sweepstakes. Participation in the Sweepstakes further constitutes entrant's full and unconditional agreement to and acceptance of these Official Sweepstakes Rules and willingness to be contacted by mail, telephone and/or email. By agreeing to receive email updates, the entrant agrees to receive reminders about his/her birthday as well as the birthdays of the three people provided as part of the entry process.

3. **PRIZES:** Prizes in "The Cake it up a Notch Sweepstakes" will be awarded as follows:

ONE (1) GRAND PRIZE: One grand prize winner ("Winner") will be awarded with four (4) Marble Slab/MaggieMoo's Ice Cream Cakes and \$1,000 cash prize. The prize will be awarded in four (4) individual gift cards for the amount of \$35 each and a check for \$1,000.

Approximate Retail Value ("ARV"): \$1,140

Sponsor reserves the right to substitute any or all of the prizes with any article or service of similar or greater value at its sole discretion. Prizes may not be assigned or transferred. Odds of winning depend on the number of eligible entries received during the Sweepstakes period.

4. **PRIZE RESTRICTIONS:** If a Winner is unable or unwilling to accept grand prize from Sponsor, Sponsor reserves the right to select an alternate Winner.

The Winner will be responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize.

5. **RELEASE:** By receipt of any prize, Winners agree to release and hold harmless Sponsor, and its respective affiliated companies, suppliers, distributors and advertising/promotion agencies, as well as each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death or damage to or loss of property, arising out of participation in the Promotion or receipt, use or misuse of any prize.

**6. ELIGIBILITY:** The Sweepstakes is open to legal U.S. residents physically located and residing in the 50 United States and the District of Columbia, who are at least 18 years of age or older at time of entry. Void in Puerto Rico and all other U.S. territories and possessions and where prohibited by law. The Sweepstakes, and any website pages relating thereto, is intended for viewing only within the United States. The Sponsor, their respective promotions agencies, any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Promotion Entities") and their immediate families (defined as spouse, mother, father, sisters, brothers, sons and daughters, regardless of where they reside) and members of their households (whether related or not) are ineligible to participate in this Sweepstakes.

**7. DRAWINGS:** All eligible entries received during the Sweepstakes period will be entered into the Sweepstakes drawing. One (1) grand prize Winner will be randomly selected on or about May 10, 2016 and notified on or around May 10, 2016, by telephone or e-mail.

Each entrant is responsible for monitoring his/her e-mail account/phone for prize notification or other communications related to this Sweepstakes. If a potential prize winner cannot be reached by Sponsor within forty-eight (48) hours using the contact information provided at the time of entry, or if prize notification is returned as undeliverable, that potential prize winner shall forfeit the prize.

Upon the request of the Sponsor, the potential Winners may be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form and IRS W-9 form. If verification of eligibility is not received by the sponsor within 15 calendar days after the Verification Forms are sent to the finalist, or if a finalist disclaims the prize award within 15 days from such date, the finalist shall be deemed to have forfeited the opportunity to participate in the Sweepstakes and the Sponsor reserves the right to determine an alternate winner or not to award the prize, in its sole discretion. If a potential Winner fails to comply with these official rules, that potential Winner will be disqualified.

**8. CERTAIN ADDITIONAL CONDITIONS:** By participating, entrants agree that the Sponsor, those involved in the development, production (including prize suppliers), implementation and distribution of this promotion and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion shall not be liable for any claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this Sweepstakes, including entry and participation in this Sweepstakes and acceptance, possession, use or misuse of the prizes. All entrants further agree that in the event of any third party claims, damages, losses or injuries, arising from or relating to this Sweepstakes, they will indemnify Sponsor from any and all such claims, including the attorneys' fees related thereto. Sponsor shall not be liable for entries and winner notification responses that are delayed, lost, misdirected, mis-delivered, marked postage-due, illegible, mutilated, incorrect or incomplete, and such entries will be not be eligible for this Sweepstakes. The Sponsor shall not be responsible for any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from downloading any part of this Sweepstakes. Any person attempting to defraud or in any way tamper with this Sweepstakes will be ineligible for prizes and may be prosecuted to the full extent of the law. The Sponsor reserves the right, in their sole discretion, to cancel or suspend this Sweepstakes should viruses, bugs or other causes beyond their control corrupt the administration, security or proper play of the Sweepstakes.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE APPLICATION OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**9. WINNERS LIST/OFFICIAL RULES:** To receive a copy of the Official Sweepstakes Rules, or a list of winners, send a self-addressed stamped envelope to: "The Cake it up a Notch Sweepstakes" P.O. Box 606 Owings Mills, MD 21117. Specify winner's list or Official Sweepstakes Rules on your request. Vermont residents may omit return postage. All requests must be made by December 1, 2016.

**10. PUBLICITY:** Except where legally prohibited, acceptance of any prize constitutes permission for Sponsor to use the winner's name, photograph, likeness, voice, address (city and state) and testimonials, in printed, broadcast or new media, in perpetuity, in any manner they deem appropriate in connection with promoting this or any other sweepstakes and/or promotion sponsored by them, without further compensation in connection with this Sweepstakes or the prize awarded.

**11. APPLICABLE LAW:** These rules are governed by the laws of the State of Georgia without giving effect to conflicts of law rules.

**12. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Sweepstakes, entrant agrees that (a) any and all disputes and causes of action arising out of or connected with this Sweepstakes or any Grand Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of the American Arbitration Association ("AAA"); (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorney's fees, and entrant further waives all rights to have damages multiplied or increased.