



CELEBRATE 25 YEARS OF THE BEST PART OF WAKIN' UP PROMOTION OFFICIAL RULES

NO PURCHASE NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ADDRESS ARE REQUIRED TO ENTER. *Celebrate 25 Years of The Best Part of Wakin' Up Promotion* ("Promotion") begins at 12:00 AM Eastern Time ("ET") on 03/28/10 and ends at 11:59 PM ET on 04/21/10 ("Promotion Entry Period").

HOW TO ENTER: Go to www.bestpartofwakinup.com during the Promotion Entry Period and vote for the best Semi-Finalist in the *Folgers*[®] Jingle Contest and complete an Official Entry Form by submitting your complete name, address including zip code, telephone number, date of birth, and your primary e-mail address (hereinafter, "Entry"). Limit one vote per person per day (12:00 AM ET to the following 11:59 PM ET). By submitting an Entry, you agree to abide by the terms of these Official Rules and the www.bestpartofwakinup.com [Terms and Conditions](#) and [Privacy Policy](#).

ELIGIBILITY: This Promotion is open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older at the time of entry. Employees of The Folgers Coffee Company ("Sponsor"), its parent, affiliates, subsidiaries, sales representatives, advertising, promotion, and judging agencies and all other service agencies involved with this Promotion and members of the immediate families (parent, child, sibling and spouse) or households (whether or not related) of any of the above are not eligible.

DAILY RANDOM DRAWINGS/SELECTION OF WINNERS: 25 First Prize Winners will be selected in each Daily Random Drawing from among all Eligible Entries received on that designated day between 03/28/10 and 04/21/10 (hereinafter, "Entry Day"). Eligible Entries not selected in previous Daily Random Drawings will not be rolled over into subsequent Daily Random Drawings. Odds of winning a prize in a Daily Random Drawing will depend upon the number of Eligible Entries received on that Entry Day. The Daily Random Drawings will take place within 72 hours of that Entry Day and winners will be notified by U.S. Mail within five business days of each corresponding Entry Day's Daily Random Drawing.

GRAND PRIZE DRAWING: All Eligible Entries received in each Daily Random Drawing will be combined and one Grand Prize Winning Entry will be selected. Odds of winning depend upon the number of Eligible Entries received. The Grand Prize Drawing will be conducted on or about 04/22/10. Grand Prize Winner will be notified by U.S. Mail on or about 04/29/10.

DAILY PRIZES: 625 First Prizes: Each First Prize consists of one \$25 iTunes Gift Card. Limit one Daily Prize per person. \$25 iTunes Gift Card is subject to certain terms and conditions listed on the Gift Card.

ONE GRAND PRIZE: Grand Prize consists of \$10,000.

GENERAL TERMS & CONDITIONS: Total value of all prizes: \$25,625. All Drawings will be conducted by Centra Marketing & Communications, an independent judging organization whose decisions are final and binding in all respects to this Promotion. Grand Prize Winner must execute and return an Affidavit of Eligibility and Liability/Publicity Release (where permissible) within 14 days of receipt of notification or Grand Prize will be forfeited and awarded to an alternate winner in a random drawing from among all remaining Eligible Entries received. All First Prize Winners must complete and return a Prize Verification Form within 14 days of receipt of notification or that prize will be forfeited and awarded to an alternate winner in a random drawing from among all remaining Eligible Entries received. If any Prize Winner notification is returned as undeliverable, that Prize will be forfeited and that Prize will be awarded in a random drawing from among all remaining Eligible Entries. In the event a prize winner is a minor under applicable law, the winner's parent or legal guardian will be required to execute and return all documents stated herein. Sponsor reserves the right to substitute a prize of equal or greater value in the event that a prize is unavailable. By entering this Promotion, all Entrants agree to release, hold harmless and indemnify the Sponsor, its affiliates, subsidiaries, distributors, and each of their respective shareholders, directors, officers, employees or agencies from and against any and all liability whatsoever for any injuries, losses, harm, damage (including but not limited to property damage, personal injury and/or death), claims, actions, costs and expenses (including without limitation, all attorneys' fees and court costs) arising directly or indirectly from or in connection with any prize or resulting from participation in this Promotion or from acceptance, possession or use/misuse of any prize or participation in any prize-related activity or use by Sponsor of the Entry in any manner. Submission of a Promotion Entry and acceptance of any Prize will constitute and signify the Entrant's agreement and consent (or that of parent or legal guardian if entrant is an eligible minor under applicable law) that the Sponsor and/or the Sponsor's assignees may use the Entry, name, photograph, likeness and/or prize information for promotional purposes in commerce and in all media worldwide now known or hereinafter invented without time limitation and without further compensation, except where prohibited. All Prize Winners are solely responsible for any local, state, or federal taxes on prizes. Void where prohibited. If, for any reason, this Promotion is not capable of running as planned by any cause which, in the sole opinion of the Sponsor, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, or if due to any technical, production or other error, more prizes are claimed or awarded than are described in these Official Rules at any prize level, Sponsor reserves the right, at its sole discretion to cancel, terminate, modify or suspend this Promotion and determine the Winners from entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. No more than the number of prizes stated in these Official Rules will be awarded. By entering, Entrants agree and consent: (a) that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with this Promotion, will be resolved individually, without resort to any form of class action, and governed by, and construed in accordance with, the laws of State of Ohio, without giving

effect to any choice of law or conflict of law rules, and (b) to the jurisdiction and venue of the federal, state and local courts located in Cleveland, Ohio.

LIMITATIONS OF LIABILITY: In the event of a dispute regarding the identity of an entrant, such Entry will be deemed to be made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Neither Sponsor nor its agencies are responsible for lost, late, stolen, illegible, misdirected, mutilated, incomplete, or non-delivered entries; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of Entry or other information or the failure to capture, or loss of, any such information. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in this Promotion and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of this Promotion or Website, may be acting in violation of the terms of the Website or the Official Rules or may be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Any attempt to deliberately damage any Website or undermine the legitimate operation of this Promotion is unlawful and subject to legal action by Sponsor or its agents.

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WINNERS LIST: For the names of the Winners, available after 5/14/10, send a self-addressed stamped envelope with proper postage affixed to: Celebrate 25 Years of The Best Part of Wakin' Up Promotion Winners List, c/o Centra Marketing &

Communications, 1400 Old Country Road, Westbury, NY 11590. Requests must be received by 12/31/10. Winners list will be sent after all Winners have been verified.

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