

OFFICIAL RULES
Snyder's of Hanover® FitPack 2008 Sweepstakes

1. **NO PURCHASE NECESSARY. PURCHASE WILL NOT ENHANCE CHANCES OF WINNING.** Open and offered only to legal residents of the 50 United States and District of Columbia who are 18 years of age or older. Void where prohibited. Employees, officers and directors (and their immediate families [spouse, children, parents, siblings] and those living in their same households [whether or not related]) of Snyder's of Hanover ("Sponsor"), and any of its parent, subsidiary, and affiliated companies, advertising, promotion, or production agencies and web masters/suppliers are not eligible to participate. By participating, entrants (and entrant's parent/legal guardian if entrant is a minor in his/her jurisdiction of residence) agree to these Official Rules. All entries become property of Sponsor and will not be returned.
2. **Promotional Period:** Sweepstakes begins 3:00 p.m. Central Time (CT) on 4/1/08 and ends 11:59 p.m. CT 8/15/08 ("Promotional Period"). Entries must be received and recorded by the Sponsor's computer during the Promotional Period. Sponsor's computer is the official time keeping device for the sweepstakes.
3. **To Enter:** Visit www.snydersofhanover.com or www.eatsmartsnacks.com (hereafter "Web site") during the Promotional Period, and click on the icon, banner or text link to access the Sweepstakes entry webpage. Follow the online instructions for providing your complete name, address, date of birth, e-mail address, daytime phone number and any other information requested. Limit one (1) entry per person/email address. Any attempt to submit more than the maximum number of entries using multiple/different email addresses, identities or any other methods may void that participant's entry. Entries generated by a robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor. Sponsor reserves the right to verify all entries.
4. **Drawing:** A winner will be selected in a random drawing conducted by an independent judging agency on or about 9/03/08 from among all eligible entries received. The winner will be notified by mail. Prize cannot be transferred, redeemed for cash or substituted. If a winner is a minor in his/her jurisdiction of residence, prize may be awarded in the name of, or to, winner's parent/legal guardian who must execute all documents and agree to all obligations and undertakings of winner, both on behalf of himself/herself and winner, or prize may be forfeited and awarded to an alternate winner.
5. **Prize/Odds:** Grand Prize (1): A Personal Training Session in New York City, New York with Personal Trainer Joel Harper. First Prize (1) A Fit Pack DVD. Winner must take prize as stated, or prize will be forfeited and awarded to an alternate winner. If winner cannot accept the prize as stated, prize will be forfeited in its entirety and an alternate winner selected. Approximate Retail Value: \$ 2,500. Odds of winning depend on the number of eligible entries received.
6. **General Conditions: Participants (and participant's parent/legal guardian, if participant is a minor) agree (a) that Sponsor, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents are released, will have**

no liability whatsoever for, and shall be held harmless by participants (and a participant's parent/legal guardian, if participant is a minor) against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes or any Sweepstakes related activities and (b) except where legally prohibited, winner (and each winner's parent/legal guardian, if winner is minor) grants (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval. Winner (and winner's parent or legal guardian if winner is a minor) will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful a Publicity Release within seven (7) days of receipt of notification. If documents are not returned timely, or if the prize notification or prize is returned as non-deliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will be forfeited. Federal, state and local income and other taxes on prizes, if any, are solely the responsibility of the winner.

7. **Limitations of Liability:** Neither Sponsor nor its agencies are responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered mail, entries or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors 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 Web site users, or by any equipment or programming associated with or utilized in this Sweepstakes; 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 the Web site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Sweepstakes or Website, to be acting in violation of the terms of the Website or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor is not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in this Sweepstakes or downloading or copying materials from or use of Website. If, for any reason, Sweepstakes, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Sweepstakes, and determine winner from mail entries, phone or Internet entries (as appropriate) received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In case of dispute, authorized subscriber of e-mail account used to enter at actual time of entry will be deemed to be the participant, and

must comply with these Official Rules. The authorized account subscriber is deemed to be natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses.

IN NO EVENT WILL SPONSOR AND ITS RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. **Winner's List:** For the name of the winner, mail your name and address in a first-class stamped envelope to: Snyder's of Hanover® FitPack 2008 Sweepstakes Winner, c/o E&E, Inc. 225 S. Cabrillo Highway, Suite 105 B, Half Moon Bay, CA 94019 for receipt by 9/2/08.
9. **Sponsor:** Snyder's of Hanover®, 1250 York Street, Hanover, PA 17331