

IMPERIAL SUGAR COMPANY CUTIE PIE PHOTO CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

The Imperial Sugar Company ("Sponsor") contest ("Contest") begins at 08:00 am Central Time ("CT") on Wednesday, February 1, 2012 via its Facebook page at www.facebook.com/ImperialSugar or Dixie Crystal Facebook page <http://www.facebook.com/DixieCrystalsSugar> and ends at 5:00 pm CT on Friday, March 16, 2012 ("Contest Period"). Sponsor's computer is the official time-keeping device for Contest. This Contest shall be subject to these Official Rules and, by entering, all entrants agree to be bound by the terms and conditions herein. **Any infraction of these rules will lead to the disqualification of the entry.**

Eligibility: Contest is open to legal residents in the fifty (50) United States and the District of Columbia, except residents of the state of Rhode Island, who are at least eighteen (18) years old, and who have a Facebook user account and "Like" Imperial Sugar or Dixie Crystals on Facebook. Employees, officers, directors and agents of Imperial Sugar Company and their respective parents, subsidiaries, affiliates, promotion and advertising agencies and members of their immediate family (spouse, parent, sibling or child and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to enter or win a prize. Contest is void in the state of Rhode Island, outside the continental United States, and where prohibited by law, regulation, statute or other appropriate authority, and is subject to all applicable federal, state and local laws. Sponsor reserves the right to verify all eligibility qualifications. All eligible individuals as defined herein are referred to as "Entrant".

How to Enter:

1. Online entries will be accepted beginning at 8:00 am CT on Wednesday, 2/1/12. All entries must be received by 5:00 pm CT on 2/15/2012.
2. During the Contest Period, Entrant must "Like" Sponsor's Facebook page at www.facebook.com/ImperialSugar or www.facebook.com/DixieCrystalsSugar (collectively, "Website"), upload a digital photo of a child age 10 and under and complete the contest entry form through the Sponsor's Facebook page.
3. As an alternative, Entrant may also email their photo to imperial.contests@imperialsugar.com (dixiecrystals.contests@imperialsugar.com) along with contact name, phone, email and permission to post the photo and Sponsor will upload Entrant for voting.
4. Entrant must indicate that they have read, accept, and agree to be bound by these Official Rules.
5. Digital photo must be of a child ages 10 and under. Acceptable image types include JPEG, GIF and PNG. Maximum file size is 3 MB.
6. Contest is open to amateur and professional photographers.
7. Multiple entries per participating Facebook account are allowed, but each entry must be for a separate child.
8. Each photograph submitted must be approved for posting on Sponsor's Facebook page by a member of Sponsor's photo selection committee. Photos may be approved or rejected based on suitability for Contest at Sponsor's sole discretion. Only those photos that are approved for posting will be deemed eligible to win the Contest.

Additional Requirements:

Additionally, to be eligible an Entrant/Entry must meet and hereby warrants by Entry submission the truthfulness and accuracy of the following additional requirements:

1. The entrant **MUST** be parent/legal guardian of any child depicted in the Photo, or have permission from a parent/legal guardian of each child depicted to submit the Entry in this Contest. If the Photo depicts any child of which entrant is not a parent/legal guardian, entrant must have the permission of the subject's parent/legal guardian to show him/her in the Photo and submit a waiver upon request granting such permission from the parent/legal guardian of each child depicted. Failure to comply will result in disqualification of the Entry.

2. Submitted photographs may not be digitally, or otherwise, altered. Any winning photograph found to be altered will be disqualified from winning.
3. Entrant must be sole copyright owner of the photo
4. Photo may not include any third-party intellectual property or rights. This means NO company logos or trademarks can be included in the photo except Imperial Sugar or Dixie Crystals.
9. Entry must not infringe upon the copyrights, rights of privacy, publicity or other rights of any person or entity.
5. Photo cannot be obscene, indecent, hateful, defamatory, slanderous, contain profanities, depict any person, place, thing, or the Sponsor or its products and services unfavorably, and must be suitable for all ages and for republication, as specified in these Official Rules or on the Site.
6. Photo must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
7. Photo must not promote alcohol, illegal drugs, tobacco (or the use of any of the foregoing) or a particular political agenda.
8. Photo must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.
9. If applicable, Entrant represents and warrants that he/she has obtained permission from each person whose image is included in the photo, and that such person(s) have granted Entrant all necessary rights to use the person's likeness as described in these Official Rules, including but not limited to Promotion-related publicity and general advertising and promotional purposes. If the Likeness of a minor is included, such grant of rights must include permission from the minor's parent or legal guardian authorizing the use of the minor's likeness on behalf of the minor.
10. Entrants agree that their Entries become the property of the Sponsor and grant Sponsor and its agents the right to edit, adapt, modify, reproduce, promote and otherwise use Entry materials in any way they see fit without limitation and compensation to Entrant, or those granting consents/permissions as part of an Entry.
11. Use of a false Facebook account or email address will disqualify an entry.
12. The photo entry may not have been previously published or otherwise owned, sold or conveyed to a third party, may not have won previous awards, and must not be awaiting publication consideration during or after this Contest.
13. Sponsor is not responsible for lost, misdirected or incomplete entries.
14. Any communication or information transmitted to Sponsor and/or the Website electronically or otherwise is and will be treated as non-confidential and non-proprietary.

All Entries will be preliminarily (and at any time, may subsequently be) screened for apparent conformity with these Official Rules and thereafter posted in a photo gallery ("Gallery") on www.facebook.com/ImperialSugar or www.facebook.com/DixieCrystalsSugar for Public Voting, as described below in the Public Voting section. Sponsor reserves the right, in its sole discretion, to disqualify any entries that do not comply with these Official Rules or that it deems to be lacking in taste, quality or otherwise objectionable. Entry and continuing participation in the Promotion is subject at any time to verification by Sponsor. **Sponsor, in its sole discretion, reserves the right to disqualify any person who tampers with the entry process or the operation of the Website, or who otherwise violates these Official Rules.**

Public Voting:

1. Accepted entries will be posted in the Gallery on 2/16/12. Beginning on 2/16/12 at 8:00 am CT through 5:00 pm CT on 3/2/12 (1st Round Voting Period), Voters can vote for an Entry posted on the Gallery by selecting "Vote" next to the corresponding Entry. Limit one (1) vote per person, per entry, per day.
2. For purposes of the Contest, a "vote" means a vote cast on the Sponsor's Facebook page, by a "unique voter." A "unique voter" is an individual person: (a) who has a confirmed Facebook profile; and (b) with unique registration information (i.e., email address) that is not duplicative of another voter's information. A unique voter may vote no more than once per entry, per day. If Company determines, in its sole discretion, that an abuse of the "unique voter" rule has occurred, Company may disqualify votes cast by such voters or entrants.

3. The top five Entries who receive the most votes through the 1st Round Voting Period will be declared Finalist Entries (subject to eligibility verification).
4. Finalist Entries will be posted on 3/5/12 and the Finalist Voting Round will open. Voters can vote for a Finalist Entry posted on the Gallery by selecting "Vote" next to the corresponding Entry. Limit one (1) vote per person, per entry, per day.
5. Finalist Voting Round will close at 5 pm on 3/16/17.

The entry that receives the most votes at the completion of the Finalist Voting Round will be named the Grand Prize winner (subject to verification of eligibility). One (1) Grand Prize winner will be chosen.

If there is an exact tie in the number of votes cast for two (2) or more photographs, then the winning prize will be split equally between those two (2) or more entrants. Each winner will be notified by Facebook posting, email and/or phone. Each winner will be selected based upon the results of Facebook voting, and will be subject to approval by Company pending confirmation of each such winner's compliance with these Official Rules. Company's decisions are final on all matters relating to this Contest.

Prize:

1. One (1) Grand Prize winner will receive three-hundred dollars (\$300.00) worth of professional pie making equipment and utensils provided by a vendor of Sponsor's choosing. ("Prize"). Total ARV of all prizes is \$300.00.
2. The winner will be notified on or about 3/19/12 to claim their prize and may be required to execute and return an Affidavit of Eligibility, Liability and Publicity Release (where legal) within five (5) days of the notification issuance date.
3. Winner will also be required to submit a written description of their winning photograph that will be publicly shared by Imperial Sugar on Sponsor's website, Facebook page and e-blast.
4. Noncompliance with the above, with these Official Rules, the inability of Sponsor to contact a potential winner within a reasonable time period or a prize or prize notification being returned as non-deliverable, may result in disqualification and, at Sponsor's discretion, an alternate winner being selected.
5. Prizes are awarded "as-is" with no warranty or guarantee of any kind either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Sponsor is not liable for any direct, indirect, special, incidental, punitive or consequential loss or damage of any kind arising from or related to the prize or use of the prize. No substitution, assignment, or transfer of any portion of the prize is permitted, except that Sponsor, in its sole discretion, reserves the right to provide cash or substitute prizes of approximately equal or lesser value.
6. All expenses not specified above, including, without limitation, all federal, state, and local taxes are the sole responsibility of the individual winner. Prizes may be awarded by mail or shipped to winner, at Sponsor's sole discretion. Income, and other taxes (if any), on the value of the prize are the sole responsibility of the winner. A form 1099 will be filed with the IRS.

Privacy: Except where prohibited, participation in the Contest constitutes Entrant's consent that Sponsor may send information, samples or special offers it believes may be of interest to entrant about its publications or other complementary goods or services offered by Sponsor. Information collected from entrants is subject to Sponsor's Privacy Policy at www.imperialsugar.com/privacy-policy.

General Conditions: Sponsor reserves the right to modify, suspend or terminate this Contest if it cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, other conditions beyond Sponsor's control, or for any other reason at Sponsor's sole discretion, and to select winner from eligible entries received on or before the termination date. Sponsor is not responsible for any failure to contact entrants, whether due to technical or human error. In the event of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the email account associated with the email submitted with the entry is registered.

As conditions of entry into this Contest, Entrant represents and warrants that his/her entire entry: (i) has been legally obtained or created as his/her own original work; (ii) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party or violate applicable laws, regulations or network standards; (iii) has not been entered into a previous contest or has received any awards; and (iv) has not been published previously in any medium. Entrant further represents and warrants that he/she has the right to convey any and all right and title in any material submitted as part of the entry into the Contest. Entrant grants to Sponsor a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to edit, publish, promote, republish at any time in the future and otherwise use his/her submission, including name and likeness, in any and all media for any purpose, without further permission, notice or compensation (except where prohibited by law). Nothing in these Official Rules shall obligate Sponsor to publish or otherwise use any materials submitted in connection with the Contest.

By participating, Entrant agrees: (i) to be bound by these Official Rules; (ii) that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but, in no event, attorneys' fees, and hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you; (iii) that Sponsor has the right to use Entrant's first name, last name, and city and state, photograph, image, and likeness on Sponsor's website and in any and all publicity and advertising for Sponsor without any further attribution, notification or compensation to participant except where prohibited by law; (iv) to be contacted by Sponsor by public announcement, telephone, mail or email regarding this Contest; (v) to release and hold harmless Sponsor and its agents for any liability, damages, loss or injury resulting from participation in this Contest or the acceptance, possession, shipping and handling, loss, use or misuse of any prize provided in this Contest; and (vi) that Texas shall apply exclusively to the Contest and that any dispute with respect to the Contest shall be resolved in either the federal or state courts located in the State of Texas, without regard to choice of law rules. Entrants and prize recipients assume sole liability for injuries, including personal injuries and/or damage to person or property, caused or claimed to be caused by participating in this Contest or the acceptance, possession, shipping and handling, loss, use or misuse of any prize provided.

CAUTION: ANY ATTEMPT BY ENTRANTS TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY THE ENTRANT FROM THE CONTEST.

Winners List: A list of the winners will be posted in the April 2012 Sweet Community email and on Sponsor's Facebook page no later than **Monday, March 19, 2012.**

Odds of Winning: The total number of valid entries received will determine odds of winning. Each entry will have an equal chance of winning.

Sponsor: Imperial Sugar Company, P.O. Box 9, Sugar Land, TX 77487.

For questions, please email customerservice@imperialsugar.com.

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Disclaimer

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. Any questions, comments or complaints regarding the Contest will be directed to Sponsor, not Facebook.