THE AUNTIE ANNE'S® BAKING KIT RECIPE CHALLENGE
OFFICIAL RULES

OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OF AGE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. INTERNET ACCESS AND PHOTO UPLOADING CAPABILITY REQUIRED.

1. ENTRY DEADLINES: THE AUNTIE ANNE'S® BAKING KIT RECIPE CHALLENGE (THE "PROMOTION") BEGINS AT 12:01 A.M. EASTERN STANDARD TIME ("EST") ON JANUARY 7, 2013 AND ENDS AT 11:59 P.M. EST ON MARCH 31, 2013 (THE "PROMOTION PERIOD"). All entries must be submitted on or before **11:59:59 p.m. EST on March 31, 2013** to be eligible. Entrants are welcome to submit up to three (3) recipes in the Promotion!

2. ELIGIBILITY: Promotion is open only to legal residents of the 50 United States and District of Columbia, who are at least 18 years of age or older or the age of majority in his/her state of residence, whichever is older. Employees of Auntie Anne's, Inc. ("Auntie Anne's" or "Sponsor") and its parent company, affiliates (including Franchisees and Licensees), subsidiaries, and advertising and promotional agencies involved with this Promotion, and their immediate families or individuals living in the same households of such persons are ineligible to enter or win. For purposes of this Promotion, "immediate families" are defined as spouses, parents, step-parents, children, step-children, siblings, step-siblings, grandparents, and their respective spouses, regardless of where they reside.

Entrants' agree to be bound by these Official Rules and by the decisions of Auntie Anne's, which are final and binding in all respects. Winners will be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and I.R.S. W-9 form, if necessary, **within 10 days of notification**. In the event of fraud or non-compliance with these requirements, such prizes will be forfeited.

3. HOW TO ENTER: To enter online, visit **http://www.auntieannesrecipes.com** and submit your entry electronically. Please do not submit the same recipe more than one (1) time. Eligible entrants are entered upon uploading to Sponsor's page: (i) an original recipe and (ii) a photograph of the completed dish (collectively, the "Entry") meeting the following criteria and specifications:

i. The recipe must be original, cannot previously have been published or appeared anywhere else, and cannot contain any third party copyrighted materials (including other recipes);
ii. The recipe must feature dough and yeast from an Auntie Anne's® At- Home™ Baking Kit (including the Original, Apple Cinnamon, or Gingerbread flavored kits) as main ingredients;
iii. The recipe must create either a snack, appetizer, side dish, bread, main dish, or dessert;
iv. The recipe must contain a name, number of servings, recipe description, preparation time, cook time, and list of ingredients;
v. The recipe must contain specific measures, directions, sizes of cans, packages, and pans used, all with the goal of enabling another to successfully make your recipe;
vi. Up to two (2) photos may be submitted, which feature the completed dish for which the recipe is submitted;
vii. The photo(s) must be in .jpg file format no greater than 10 MB and must be in color and of sufficient quality and resolution to be posted on the internet, including a minimum of 300 dpi; and
viii. The photo(s) must be taken by you and the copyright in the photo(s) must be held by you.

Entrants must follow all instructions to enter and win. **Entries cannot be acknowledged or returned** and become the property of Sponsor upon receipt. Sponsor reserves the right in its sole and exclusive business judgment to disqualify any entry that it believes contains inappropriate content, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Promotion.

4. ENTRY REQUIREMENTS: Entrants agree to and understand that each Entry will be made available to the public, including without limitation, posting on the Internet. Whether or not an Entry is posted on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Entry. The Entry must not have been submitted previously in any contest or promotion of any kind or exhibited or displayed publicly (i.e. disclosed beyond the Entrant's immediate family and friends) through any means previously.

5. ENTRY RESTRICTIONS: Entries cannot contain or reference any other person or organizations, including any celebrities, in any identifiable way (for example, by first and last name, or by any part of a name

that is identifiable) without their written permission. In addition, the entries cannot describe illegal, dangerous or unsafe activity, or be otherwise obscene or inappropriate (including, but not limited to nudity or pornography), as determined by Sponsor in its sole discretion. Entries may not contain or depict: (i) an individual smoking or who is intoxicated; (ii) materials that promote bigotry, racism, hatred, or harm against any group or individual or which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) threats to any person, place, business, or group; or (iv) unacceptable clothing or adornments, or displays any commercial or corporate advertising or intellectual property (including, but not limited to, corporate logos, brand names, trademarks, slogans, political, personal and/or religious statements). No Entry may disparage persons or organizations associated with Sponsor. Sponsor reserves its right not to post any entries which are illegal, dangerous, or otherwise obscene or inappropriate.

Late, damaged, or incomplete entries and entries not complying with all rules are subject to disqualification. Sponsor reserves the absolute right to remove any Entry for any reason or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Entries must be suitable for presentation in a public forum, in the sole determination of Sponsor and its judges.

No correspondence regarding entries will be acknowledged or entered into with entrants. Sponsor is not responsible for lost, late, or incomplete entries, for those who cannot access the Internet or if entry information is not captured correctly, or for any technical, hardware, software, Internet, virus contamination, network, human error, electronic malfunctions, or any other problems occurring during participation in the Promotion or for delay, failure, or malfunction for any reason.

If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide Sponsor with proof that he or she is the authorized account holder of the e-mail address associated with the selected Entry.

6. SELECTION OF TOP 10 FINALISTS: On or about April 1, 2013, Sponsor and its panel of judges will review all Entries submitted throughout the Promotion Period and received by Sponsor by 11:59:59 EST on March 31, 2013. Auntie Anne's will evaluate the Entries and select ten (10) Finalists based upon the following criteria: taste, originality/creativity, appearance, and ease of preparation. The ten (10) Finalists will be notified on or before May 21, 2013 and the recipes will be posted on http://www.auntieannesrecipes.com and www.facebook.com/AAIntheKitchen.

7. SELECTION OF WINNERS: On or about June 19, 2013, Sponsor and its panel of judges will review the recipes submitted by the ten (10) Finalists based upon the following criteria: taste, originality/creativity, appearance, and ease of preparation. A Grand Prize, First Place, and Second Place winner will be selected. The Grand Prize winner will receive $1,000.00, the First Place Winner will receive $500.00, and the Second Place Winner will receive $250.00. The Winners will be notified by certified mail, mail, e-mail or telephone on or before July 8, 2013. Please allow thirty (30) days weeks for delivery of any prize.

8. PRIZES/APPROXIMATE RETAIL VALUE (ARV): Sponsor will distribute the prizes set forth below. The odds and likelihood of winning are dependent on the number of entries received.

Grand Prize:	$1,000
First Place:	$500
Second Place:	$250

In no event shall Sponsor be liable for more than the stated number of prizes set forth herein.

9. CONDITIONS: By entering or participating in this Promotion, entrants expressly agree and consent to use of entrant's name(s) and other biographical information (in whole or in part) for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, without further limitation, restriction or compensation, unless prohibited by law. Submission of an Entry constitutes permission for Auntie Anne's to publish all aspects of the Entry, in any and all media worldwide without limitation or additional compensation to entrant and to use the submitted information, including for purposes of marketing and promotion, subject to Auntie Anne's privacy policies and to the extent permitted by law. Entrant acknowledges and agrees that by uploading the Entry, for zero compensation, Entrant has granted to Sponsor all

intellectual property rights in the Entry and each of its constituent parts. Entrants voluntarily transfer to Auntie Anne's all right, title, and interest, including copyright, to the Entry. Entrants agree to transfer the copyright to the submission to Auntie Anne's and to execute such documents necessary to effectuate such a transfer, if required. In addition, Entrant warrant that any so called "moral rights" in the Entry have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Entry, whether or not Entrant has been awarded a prize in connection with any such Entry. Entrants also grant to Auntie Anne's, Inc. the right to sell and otherwise distribute the Entry on any of its websites or in any of its advertising and/or products without any compensation. The rights granted under this paragraph shall extend to Auntie Anne's, Inc. and its affiliated companies with respect to all entries and all other submitted materials related to the Promotion, including those submitted by non-winners and winners.

Entrant agrees to release, defend, indemnify and hold harmless each of Sponsor, Twitter, Facebook®, and each of their employees, directors, officers, agents, franchisees, subcontractors, and licensees from all claims, demands, and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Entrant's use of the Entry and any portion thereof, or the likeness of any natural person therein.

All federal, state and local taxes are the sole responsibility of the Winners. Winners will be sent an IRS Federal 1099-MISC tax form for the retail value of any prize at or above $600, if applicable. Any unspecified expenses, and incidental items related to the acceptance/use of prize are solely the responsibility of the Winner. No transfer or substitution of prizes permitted. Auntie Anne's is not liable for award of any prize to entrant who has violated these Official Rules, or committed fraud or deception in entering or participating in the Promotion or claiming the prize. Promotion subject to all federal, state, provincial and local laws and is void wherever prohibited by law. By participating, entrant agrees to release and hold harmless Facebook®, Auntie Anne's, Twitter, and their subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including emotional distress) and/or death which may occur in connection with preparation for, or participation in, the Promotion, or possession, acceptance and/or use or misuse of the prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW.

10. ADDITIONAL TERMS: Facebook®, Twitter, Sponsor, and each of their subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility with regard to: (i) entries that contain inaccurate information or do not comply with these rules; (ii) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (iii) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (iv) any inability of a winner to accept the prize for any reason; (v) if a prize cannot be awarded due to travel cancellation, delays or interruptions due to Acts of God, natural disasters, terrorism or weather; or (vi) any damages or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this promotion or any promotion or prize related activities. Auntie Anne's, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of this promotion or otherwise violating these rules. If Auntie Anne's determines, in its sole discretion, that technical difficulties or unforeseen events outside its control compromise the integrity or viability of the promotion, Auntie Anne's reserves the right to void the entries at issue, modify the promotion and/or terminate the relevant portion of the promotion. Sponsor's failure to enforce any of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect. In the event that this Promotion is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Promotion, as applicable, or to disqualify any entrants residing in any affected geographic areas (as applicable). In such event, Sponsor shall have no liability to any entrants who are disqualified due to such actions.

This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook®. Information disclosed through this Promotion is to Auntie Anne's and not to Facebook®. All personal information submitted by entrants to Sponsor shall be subject to Sponsor's privacy policy. Auntie Anne's will not share or sell your personal information with anyone. For more information on Auntie Anne's privacy policy, please visit http://www.auntieannes.com/Legal/Legal.aspx#privacy.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that Entries posted on Sponsor's website or recipe submission page infringe your copyright, you (or your agent) may send Sponsor a notice requesting that the Entry be removed. The notice must include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. All notices described above should be sent to L. Barton-Brobst, Vice President, Legal and Compliance, 48-50 W. Chestnut Street, Suite 200, Lancaster, PA 17603. Any information or correspondence that you provide to us may be shared with third parties, including the person who provided us with the allegedly infringing material.

Except where prohibited by law, by submitting an Entry, entrants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Sponsor and entrants shall be covered and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of laws of any jurisdiction. Entrants agrees that any action at law or in equity arising out of or relating to this Promotion, or awarding of the prizes, shall be filed only in the state or federal courts located in the Commonwealth of Pennsylvania and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Promotion, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, 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.

11. OFFICIAL RULES & WINNERS LIST REQUESTS: To request a list of the winners send a separate, stamped, self-addressed envelope to: Auntie Anne's, Inc., 48-50 W. Chestnut Street, Suite 200, Lancaster, PA 17603 ATTN: Marketing Department. Requests must be received by July 30, 2013.

12. SPONSOR: The Sponsor of the Promotion is Auntie Anne's, Inc., a Pennsylvania corporation, having a place of business at 48-50 W. Chestnut Street, Suite 200, Lancaster, PA 17603.