

TERMS AND CONDITIONS FOR LUIGI'S® REAL ITALIAN ICE ABOMINABLE MOVIE OFFER

The LUIGI'S® Real Italian Ice *Abominable* Movie Offer (the "Offer") begins 12:00 AM Eastern Time ("ET") September 1, 2019 and ends 11:59 PM ET October 11, 2019 or when supplies are exhausted, whichever is sooner ("Offer Period"). Open only to legal residents of the 50 US & DC who (i) are 18 years of age or older (and have at least reached the age of majority in their state of residence) as of September 1, 2019; (ii) have a 2-way text messaging and photo-capable mobile phone with a data plan; and (iii) make a Qualifying Purchase (as described below). Void where prohibited by law. Subject to all applicable federal, state and local laws and regulations. Offer is sponsored by: LUIGI'S® Real Italian Ice, brand of J&J Snack Foods Corp. ("Sponsor"), 6000 Central Highway, Pennsauken, NJ 08109.

To participate in the Offer, make a qualifying purchase of a minimum of two (2) specially-marked 6-cup boxes of participating LUIGI'S® Real Italian Ice products ("Participating Products") in a single transaction at a participating retailer ("Participating Retailer(s)") during the Offer Period ("Qualifying Purchase"). Online purchases do not qualify. See a list of Participating Products and Participating Retailers below. Using your mobile phone, take a photo of the entire purchase receipt (receipt must include date of purchase and the Qualifying Purchase items) and send the photo via text* message with the phrase "SOCOOL" to 47056 by 11:59 PM ET October 18, 2019. While supplies last, participants who submit a photo of a receipt meeting the Qualifying Purchase requirements and all other eligibility requirements (as solely determined by J&J Snack Foods Corp.; proof of identity may be requested to verify eligibility), will each receive a \$5.00 Fandango Promotional Code via text message within 48 hours of submission.

List of Participating Products and Retailers:

Specially-Marked LUIGI'S® Real Italian Ice:

- Blue Raspberry & Watermelon (6 Cups): 073321044060
- Lemon & Strawberry (6 Cups): 073321000233
- Mango (6 Cups): 073321044053
- Lemon (6 Cups): 073321000271

List of Participating Retailers:

Shoptite	Price Chopper	Key Foods
Walmart	Shaw's	Acme
Stop & Shop	Big Y	Weis
Giant	Roche	AWI
Demoulas	Trucchis	SV Eastern Division
Hannaford	King Kullen	Publix
Winn Dixie	Bilo	Piggly Wiggly
Associated Grocers of FL	Kroger	Fry's
Smith's	Dillons	Ralph's
Fred Myers	Wegmans	Tops
Harris Teeter	Roundy's	Lowe's
Ingles	Campobello Foods	Certco
HyVee	Jewel	Schnuck's
Spartan Nash	Food-4-Less	Albertsons Denver
Safeway	Randall's	

*** BY TEXTING US, YOU AGREE TO RECEIVE UP TO 10 AUTOMATED TEXT MESSAGES BY OR ON BEHALF OF SPONSOR AND FANDANGO REGARDING THE OFFER. CONSENT NOT REQUIRED FOR PURCHASE. YOU ALSO CONSENT TO FANDANGO'S TERMS AND POLICIES AT WWW.FANDANGO.COM/TERMS-AND-POLICIES. UNSUBSCRIBE AT ANY TIME BY TEXTING STOP OR SEEK HELP BY TEXTING HELP. MESSAGE & DATA RATES MAY APPLY.** Text messages sent by auto-dialer. Your mobile phone must be capable of sending and receiving text messages to participate. See your wireless service provider for pricing plan details and mobile phone capabilities.

Fandango Promotional Code ("Code" or "Reward") is good towards one movie ticket (up to \$5 total ticket and convenience fee value) to see the motion picture *Abominable*. Code is void if not redeemed by 11/30/19 or when *Abominable* is no longer in theaters ticketed by Fandango, whichever is sooner. Code can only be redeemed for purchase of a movie ticket made at Fandango.com or via the Fandango Mobile App and cannot be redeemed directly at any theater box office. If lost or stolen, cannot be replaced. No cash value, except as required by law. Not valid with any other offer. Code is one-time use only. Not for resale; void if sold or exchanged. If cost of movie ticket with Fandango's convenience fee included is more than maximum value of the Code, then user must pay the difference.

Limit one (1) Reward per unique Qualifying Purchase submission, per person and per mobile phone number for the duration of the Offer Period. A maximum of 5,000 Rewards will be made available throughout the Offer Period. Any Reward determined to be undeliverable will be forfeited and will not be re-sent. Purchases made prior to, or after, the Offer Period are not eligible. Reward recipients will be responsible for any and all taxes and withholdings (including federal, state and local taxes) and any other costs and expenses associated with acceptance and use of the Reward not described herein as being awarded. All Reward details are at J&J Snack Foods' sole discretion. The redemption of the Code is subject to Fandango's Terms and Policies at www.fandango.com/terms-and-policies. Rewards are provided "as is" with no warranty or guarantee, either express or implied by Sponsor. Failure of any potential Reward recipient to comply with these Terms and Conditions may result in Reward being forfeited. Rewards are not transferable, redeemable for cash or substitutable except by Sponsor, which reserves the right in its discretion to substitute any Reward. Sponsor reserves the right to not award all Rewards if there are fewer than 5,000 eligible participants. Fandango is not a sponsor or co-sponsor of the Offer.

Offer is governed by the laws of the State of New Jersey without regard to its conflict of laws principles, with venue in Camden County, New Jersey. Except where prohibited by law, as a condition of participating in the Offer, participant agrees that (1) any and all disputes and causes of action arising out of or connected with the Offer, or any Reward awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration in accordance with the Federal Arbitration Act ("FAA", Title 9 of the United States Code) under the auspices of the American Arbitration Association; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. YOU HAVE A RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS OFFER, THEN WITHIN THIRTY (30) DAYS FROM THE DATE OF YOUR PARTICIPATION, YOU MAY OPT-OUT OF THIS, AND ONLY THIS, PART OF THE TERMS AND CONDITIONS BY NOTIFYING J&J SNACK FOODS CORP. OF SUCH OPT-OUT REQUEST BY PROVIDING WRITTEN NOTICE AND MAILING SUCH NOTICE TO: LUIGI'S® REAL ITALIAN ICE ABOMINABLE MOVIE OFFER (ATTN: ARBITRATION REJECTION), P.O. BOX 295, GAINESVILLE, VA 20156. Any opt-out received after the thirty-(30) day time period will not be valid, and you must pursue your claim, if any, via arbitration pursuant to these Terms and Conditions. Under no circumstances will a participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this offer), and participant further waives all rights to have damages multiplied or increased.

IN THE EVENT THAT YOU OPT-OUT OF THIS MANDATORY ARBITRATION PROVISION, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS OFFER SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY A FEDERAL OR STATE COURT LOCATED IN CAMDEN COUNTY, NEW JERSEY.

By participating, participants agree as follows: a) to abide by these Terms and Conditions, and to the decisions of J&J Snack Foods Corp., which shall be final and binding in all respects; and b) THAT J&J SNACK FOODS CORP., FANDANGO MEDIA, LLC, UNIVERSAL PICTURES MARKETING, A DIVISION OF UNIVERSAL FILM EXCHANGES LLC, TRYMARK CONSULTING GROUP, L.L.C., AND ANY OF

THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO ANY PARTICIPANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS OFFER OR THE USE OR MISUSE OF ANY REWARD. Released Parties are not responsible for errors, problems or difficulties of any kind whether computer, network, human, mechanical, electronic, printing, typographical or otherwise relating to or in connection with this offer, including, without limitation, errors, problems or difficulties which may occur in connection with the administration of the offer or damage to entrant's or other person's hardware or software as a result of participation or use of the Reward. Released Parties are also not responsible for text messages or Rewards that are lost, late, incomplete, inaccurate, delayed, misdirected, undelivered, garbled or delayed by computer transmissions and all such messages or Rewards are void. Persons found tampering with or abusing any aspect of this Offer as solely determined by Sponsor will be disqualified. Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Offer for any reason, including, but not limited to, if the Offer is compromised by non-authorized human intervention or other causes which corrupt or impair the administration, security or fairness of the Offer. Information submitted in connection with the Offer will be treated in accordance with these Terms and Conditions and J&J Snack Foods Corp.'s Privacy Policy (as may be amended from time to time), currently located at <http://www.jjsnack.com/jjdocumentbank/pdf/J&J%20Snack%20Foods%20Privacy%20Policy.pdf> provided, that in the event of any conflict between these Terms and Conditions and such Privacy Policy, these Terms and Conditions shall prevail.

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