

OFFICIAL RULES & REGULATIONS

Tom's Ultimate Fan Experience For Permanent Lawful Residents of all 50 States.

Presented by Tom's Snacks
NO PURCHASE NECESSARY

1. How to Enter: NO PURCHASE NECESSARY, The Ultimate Fan Sweepstakes ("Sweepstakes") begins at 12:01 a.m. Eastern Time ("ET") on February 1, 2009 and ends at 11:59 p.m. ET on June 30, 2009 ("Sweepstakes Period"). There are two ways to enter:

1) You may enter online at www.toms-snacks.com during the Sweepstakes Period: or (2) you may enter by mailing a 3' X 5" card hand printed with your name, address, phone number and age in a properly addressed #10 envelope with sufficient postage affixed to: 2009 Ultimate Fan Sweepstakes entries, 286 Browns Hill Road, Locust, NC 28097. Mailed entries must be postmarked by June 30, 2009 and received by July 8, 2009. Mail-in entries in envelopes larger than a #10 envelope will be automatically disqualified. Limit of one entry per person/e-mail address/household address by any method.

No mechanically reproduced, forged or automatically generated entries are permitted. There will be no verification of receipt of entries. All entries submitted become the sole property of the Sponsor and will not be returned.

2. Eligibility: To enter the Sweepstakes you must be a lawful, permanent resident of any of the 50 states and the District of Columbia and be 18 years of age or older as of February 1, 2009. Sweepstakes is void outside of the aforementioned States and where restricted or prohibited by law. The Sweepstakes, and any web site pages and advertisements relating thereto, are intended for viewing only within the United States. Employees of Lance Inc. and ST Motorsports, Inc., their respective parent companies, subsidiaries, affiliates, advertising, promotion agencies and the directors, officers, employees or agencies, and any of their respective partners or prize suppliers, their affiliated companies, parents, subsidiaries and advertising and promotion agencies, (collectively, "Sweepstakes Entities"), and their immediate families (defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and members of their households, are ineligible to participate in this Sweepstakes.

3. Drawing and Notification: One (1) potential Grand Prize winner will be selected from among all eligible entries received in a random drawing, on or about July 15, 2009, by representatives of ST Motorsports ("Sweepstakes Administrator"). Sweepstakes Administrator's decisions are final and binding in all respects. Odds of winning a prize

depend on the number of eligible entries received. Potential winners will be notified by overnight UPS. If a potential winner cannot be reached within five (5) days from the first notification attempt, then such person shall be disqualified and an alternate winner will be selected.

4. Prizes:

One (1) Grand Prize Winner: Grand Prize Winner will receive: An Arcade Console Racing Video Game. Approximate Retail Value (ARV) of Grand Prize is \$7500.00 .

Fifty (50) First Prize Winners: Each winner will receive a Tom's Racing cap. The Approximate Retail Value (ARV) of each First Prize is \$20.00.

No cash in lieu of prize and no substitution of prize, except that Sweepstakes Entities reserve the right to substitute a prize of equal or greater value if a prize cannot be awarded as described for any reason. Prizes may not be transferred prior to award.

5. Prize Conditions: The potential Grand Prize winner will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release, where legal. Such documents must be signed and returned by the date and/or time indicated within such documents. If a potential winner fails to sign and return such documents within that time, or if an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential Grand Prize winner will be disqualified and an alternate Grand Prize winner will be selected from among remaining eligible entries. If a prize notification is returned as undeliverable, this will result in disqualification and an alternate winner will be selected. First prizes will be shipped to the address on the winner's entry form within 4-6 weeks of drawing date. Returned prizes will not be awarded. All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of each winner. Except where prohibited by law, the winners' entries and acceptance of the prize constitutes permission for the Sweepstakes Entities to use said winners' names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. Limit of one prize per person/family/household address.

6. Sweepstakes Conditions: This Sweepstakes is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Entities and Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. By participating, entrants also agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

7. Limitations of Liability: Sweepstakes Entities do not assume any responsibility for incorrect or inaccurate capture of entry information, including, but not limited to, technical malfunctions, human or technical error, printing errors, lost / delayed / garbled data or transmission, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Sweepstakes Entities are not responsible for electronic network, scanner or computer hardware or software malfunction and/or transmission failure, loss or delayed or corrupted data transmissions, or any technical or human failures, errors or difficulties of any kind. Sweepstakes Entities are not responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, illegible or mutilated entries or mail. Sweepstakes Entities may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sweepstakes Entities' representatives. If, for any reason, this Sweepstakes is not capable of running as planned, including, but not limited to, viruses, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sweepstakes Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then Sweepstakes Entities reserve the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and in such event, to select the winners by random drawing from among all eligible non corrupted online entries up to such time of cancellation, termination or suspension and eligible mailed entries received. The winners agree to release, hold harmless and forever discharge the Sweepstakes Entities from any and all claims, demands, losses and liabilities, of any nature whatsoever, which they may now or hereafter assert, including but not limited to, claims for injury, death, or illness arising out of or claimed to be arising out of sweepstakes entry, prize acceptance or use/misuse of the aforesaid prizes.

8. Winners List: For the names of the winners in this Sweepstakes, which will be available between August 15th, 2009 and September 15, 2009, send a self-addressed, stamped envelope with a written request to ST Motorsports/ Tom's Snacks "Ultimate Fan Experience" – Winners List, 286 Browns Hill Rd, Locust, NC 28097. Requests received outside this period will not be acknowledged. Vermont residents may omit return postage. Allow 4-6 weeks for delivery of list.

9. Sweepstakes Sponsors / Entities: The Sweepstakes Entities of this promotion are Lance Inc., 8600 South Boulevard, Charlotte, NC 28097 and ST Motorsports, Inc, 286 Browns Hill Road, Locust, NC 28097. The Sweepstakes Sponsors of this promotion are the ST Motorsports, Inc, 286 Browns Hill Road, Locust, NC 28097; Tom's Snacks.

10. Sweepstakes Administrator: The Sweepstakes Administrator for this promotion is ST Motorsports, Inc, 286 Browns Hill Road, Locust, NC 28097.