

“Nutella® Sweater Giveaway”
OFFICIAL CONTEST RULES AND REGULATIONS
(“Official Rules”)

NO PURCHASE NECESSARY TO ENTER OR TO WIN. THE CONTEST IS VALID ONLY IN CANADA (AND IS OPEN ONLY TO ELIGIBLE PERSONS, AS SPECIFIED IN THE OFFICIAL RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

The “Nutella® Sweater Giveaway” Contest (the “**Contest**”) is sponsored by Ferrero Canada Ltd. (the “**Sponsor**”). The Contest period starts on Monday, November 13th, 2023 at 10:00 AM (ET) (the “**Contest Opening Date**”). The Contest closes on December 24th, 2023 at 11:59 PM (ET) (the “**Contest Closing Date**”).

1. ELIGIBILITY

The Contest is open to all individuals who are residents of Canada of legal age in their Province or Territory of residence and located in Canada at the time of entry.

The Contest is not open to the Sponsor, the independent contest management agency appointed by the Sponsor to administer the Contest (the “**Agency**”), or any of their parents, related and affiliated companies, or employees, officers, directors, representatives, agents, successors, or assignees thereof (collectively the “**Contest Group**”), or any persons residing in the same household with members of the Contest Group. By entering the Contest, entrants agree to abide by these Official Rules and all decisions of the Sponsor, which shall be final and binding on all entrants in all matters pertaining to the Contest. The Contest is governed by Canadian law and is subject to all applicable federal, provincial, and territorial laws and regulations. The Contest is void where prohibited by law.

2. HOW TO ENTER

To enter the Contest, you must have a Instagram account, as applicable. If you do not have an account, visit Instagram and register for a free account. You are subject to the terms, conditions and rules of each social media service provider in your registration and use of your account, and agree that the Sponsor is not liable or responsible in any way for any decision that such service provider may make regarding your account with them including, and without limitation, any temporary or permanent suspension or ban.

The starting date and time and closing date and time for the Contest (the “**Contest Period**”) and the details regarding how to enter will be posted on the Sponsor’s Nutella® Canada Instagram account (@NutellaCA) (the “**Contest Post**”). To enter the Contest, follow the instructions provided in the Contest Post (e.g., respond to the Contest Post on Instagram by posting a reply to the applicable Instagram post and any additional instructions therein (e.g., tagging a friend). If the Contest designates a hashtag, the designated hashtag must be included in the response. Each complete and eligible response automatically qualifies as an entry to the Contest.

In the event that the Contest requires followers to post a photograph and/or image of any sort, each entrant's photo entry must:

- i. be their original creation, and be a photograph taken solely by entrant over which entrant has all necessary rights, title and interest, including copyright and must not violate the rights of any third party, including, but not limited to copyright, publicity or privacy rights;
- ii. not include any other people or include any third party owned material, unless they have given their written

- consent to their use as required by these Rules;
- iii. be in "good taste" and in keeping the Sponsor's brand image and must not be explicit or offensive, as determined by the Sponsor, in its sole and absolute discretion;
 - iv. not contain any commercial content that promotes any product or service;
 - v. not violate any law or regulation; and vi. not be libelous, threatening or harassing.

By entering the Contest and submitting a photo entry, entrants thereby grant to the Sponsor a worldwide, royalty-free, sub-licensable, irrevocable, right to use, publish, reproduce, display, exhibit and transmit the photo entry in all media now known or hereafter devised in perpetuity beginning as of the date of entry, for any reason, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest, without notice or compensation. In addition, entrants agree to waive in favour of the Sponsor and its licensees all moral rights in the photo entry.

(d) You may only use one (1) Instagram account to participate. Anyone found using multiple Instagram accounts to enter and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt the Contest may be disqualified in the sole and absolute discretion of the Sponsor.

3. PRIZES.

There are one-hundred and fifty (150) Prizes (each, a "Prize") available to be won during the Contest, each consisting of two (2) Nutella® Holiday Sweaters. The Sponsor cannot guarantee a preferred size of the Prize. The approximate retail value of each of the Prizes is \$44.00 CAD. The Sponsor's Agency will facilitate the Prize package, which may include, but is not limited to:

- Two (2) Nutella® Holiday Sweaters

The following conditions apply to the Prize:

- The potential winner must direct message the @NutellaCA Instagram account, after they have been notified they are a potential winner, within four (4) business days.
- The potential winner must provide their full name, address, phone number and both preferred sweater sizes within four (4) business days.

Odds of Winning a Prize depend on the number of eligible entries received during the eligible weeks of the Contest Period and decrease every week as Prizes are awarded. Engagement with the Nutella® Instagram account does not increase chances of winning. Limit of one (1) Prize per person.

4. PRIZE DRAWS

A random draw for thirty (30) Prizes will be held, on each of November 17th, November 24th, December 1st, December 8th, and December 15th, at 10:00 a.m. (ET) in Toronto, ON, with any remaining prize packs to be awarded by December 22nd at 10:00 am (E.T.) in Toronto, ON by an independent contest organization from among all eligible entries received by the Contest Closing Date. A total of 150 prize packs will be awarded. Two (2) attempts will be made to contact the selected entrant via a direct comment on the Contest Post and two (2) additional attempts via direct message once the possible winner has made first contact via direct message. If the selected entrant cannot be contacted within three (3) days, by direct message via Instagram he/she will be considered to have forfeited the Prize and will be disqualified and another entrant may be drawn from the remaining eligible entries until such time as contact is made with a selected entrant or there are no more eligible entries, whichever comes first. The Sponsor will not be responsible for failed attempts to contact a selected entrant.

Prizes must be accepted as awarded without substitution and are not transferable, refundable, for resale or

convertible to cash.

The Sponsor reserves the right, in the event that a Prize, or any component of a Prize, cannot be awarded as described for any reason, to substitute the same for another prize or component of equal or greater value, without liability.

5. CLAIMING YOUR PRIZE

Prize claims are subject to verification. To be declared the winner of a Prize, the selected entrant must provide their full name, address, phone number and preferred sweater sizes via direct message of the Instagram account they used on the Contest Post.

Selected entrants that are successfully contacted and pass the skill-testing question, must complete and return a Contest Release Form prior to receiving their Prize. The Contest Release Form will confirm eligibility, obtain consent relating to publicity, and release the Sponsor from liability. Failure to complete and return the Contest Release Form within three (3) business days of receipt (or if the form is undeliverable) may result in forfeiture of the Prize.

Prizes must be accepted as awarded and are not divisible, transferable or redeemable for cash or credit. The Sponsor reserves the right to substitute a prize that is, in its sole discretion, of equivalent or greater value. Under no circumstances will the Sponsor be required to award more than an aggregate of one (1) Prize as specified in the Rules or award any Prize, other than those so specified in accordance with the Rules.

6. GENERAL

Indemnification

By participating in the Contest, entrants agree that the Sponsor shall bear no liability or responsibility whatsoever for: (a) Contest entries which are lost, stolen, delayed, damaged, destroyed, illegible, incomplete, improperly completed, or submitted through illicit means; (b) any Contest disqualifications or prize forfeitures for any reason; (c) any human or technical errors that may arise or occur in connection with online, electronic or computer hardware or software failures; (d) the loss, theft or misuse of the prize; or (e) any property damage, personal injury (including death) or misfortune in any way attributable to the Contest or the prize. In addition, entrants agree to fully and completely waive any and all rights of recourse at law or otherwise against the Sponsor, its affiliates or their representatives, and to release and discharge same from any and all losses, liabilities, costs and expenses of any kind whatsoever suffered or incurred by an entrant or others in connection with the Contest, the prize and/or any publicity, marketing or promotions related thereto. Each entrant acknowledges that the Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, and agrees that Instagram are completely released of all liability in this Contest. Any questions, comments or complaints regarding the contest must be directed to the Sponsor and not Instagram.

Contest Administration

All entries are the property of the Sponsor and none shall be returned. All decisions regarding the Contest remain with the Sponsor. In addition, the Sponsor reserves the right, in its sole discretion, subject to the approval of the Régie des alcools, des courses et des jeux (the "RACJ"), to modify, cancel, suspend and/or terminate any or all parts of the Contest for any reason, without prior notice.

The Sponsor reserves the right, in its sole discretion, to disqualify any individual that it finds to be in violation of these Official Rules. The Sponsor reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any attempt to tamper with the entry process, interfere with these Official Rules, deliberately damage the Website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws, and the Sponsor reserves the right to seek damages and/or other relief (including legal fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future Sponsor contests. In its sole determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's associated entries. The Sponsor reserves the right, in its sole discretion, to terminate or suspend the Contest should fraud, computer viruses, programming bugs, or other reasons beyond the control of the Sponsor corrupt the security, proper play, operation, or administration of the Contest.

Subject only to the jurisdiction of the RACJ where applicable, the Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Contest Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Contest Rules.

Quebec

For Quebec residents only, any litigation respecting the conduct or organization of a publicity contest may be submitted to the RACJ. Any litigation respecting the awarding of a prize may be submitted to the RACJ only for the purposes of helping the parties reach a settlement.

Privacy and Publicity Rights

When you voluntarily choose to participate in the Contest, personal information including, but not limited to your: first name, last name, mailing address, city, province/territory, postal code, telephone, and email (collectively "**Registrant Information**") will be collected from you by the Sponsor.

By entering this Contest and providing this information, you consent and agree to the Sponsor's collection and use of the Registrant Information to administer this Contest in accordance with the Sponsor's privacy policy (available at: www.nutella.com/ca/en/privacy-policy). Please note that personal information provided as part of this Contest may be collected in, transferred to, processed, and stored in jurisdictions outside of Canada. Such information will be subject to the general laws applicable within those jurisdictions, including, without limitation, possible access by regulatory authorities.

By winning any Prize in this Contest, in consideration for the Prize, each entrant authorizes the Sponsor to use, his/her name, city of residence, voice, statements, photographs and (or) another image for advertising purposes, without any remuneration whatsoever, unless prohibited by law.

Should you have any questions regarding your privacy rights, please contact privacy.canada@ferrero.com.

Governing Law

The Contest is subject to laws of the Province of Ontario and the federal laws of Canada, and the jurisdiction of Ontario courts.