

**“NUTELLA® Canadian Cottage Getaway” CONTEST**  
**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 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® Canadian Cottage Getaway” Contest (the “**Contest**”) is sponsored by Ferrero Canada Ltd. (the “**Sponsor**”). The Contest starts on Monday, May 16, 2022, at 10:00 AM (ET) (the “**Contest Opening Date**”). The Contest closes on Friday, September 30, 2022, at 11:59 PM (ET) (the “**Contest Closing Date**”). The “**Contest Period**” runs from the Contest Opening Date to 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**

Before the Contest Closing Date, visit [www.nutella.com](http://www.nutella.com) (the “**Website**”) and click on the Contest logo to register and complete the online entry form by entering the unique PIN number and your required information (ex. Name, age, telephone number and email address) for your chance to win one of the Contest prizes (each, a “**Prize**”). You must have a valid email address and phone number to enter the Contest. Only one (1) email address account may be used by any person to enter the Contest. Proof of sending an online entry is not proof of receipt by the Sponsor.

PIN numbers can be found on specially marked jars of Nutella in participating retail stores in Canada.

**NO PURCHASE NECESSARY.** To receive a unique PIN number that, you can use to enter to win a Prize without making a purchase, an eligible entrant must legibly hand write his/her full first and last name, a valid email address and send along with an original essay of fifty (50) words or more answering the following question: "What is my favourite Nutella breakfast recipe?" to: **Nutella Canadian Cottage Getaway Contest**, PIN Code Request, PO Box 38100, 550 Eglinton Ave West, Toronto On M5N 1B0. Proof of your mailing does not constitute proof of receipt. Sponsor is not responsible for lost, stolen, illegible, damaged, or late PIN requests. A unique PIN will then be sent to you via email at the email address provided. Upon receiving your unique PIN code by email, visit [www.nutella.com](http://www.nutella.com) to complete the online registration and entry form. Mail-in entry requests must be received no later than September 20, 2022, in order to receive a unique PIN code via email.

Limit of one (1) entry request per Mail-in request, while supplies last. For further avoidance of doubt, upon receiving a Mail-in request in accordance with the Official Rules, you will receive one (1) PIN.

Contest entries for the Prizes will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled, or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize. Should it be discovered that an entrant is using the aid of computer software programs to auto-fill entries in an unauthorized manner, that entrant will be immediately disqualified from the Contest. The Sponsor reserves the right to disqualify all such entrants from future contests conducted by the Sponsor without further notice.

### **3. PRIZES.**

Prizes may sometimes be referred to herein as the "Prize" or collectively the "Prizes".

#### **A. Grand Prizes**

There are ten (10) **Grand Prizes** (each, a "**Grand Prize**") available to be won during the Contest, each consisting of a Canadian Cottage Getaway for 7 days. The approximate retail value of each of the Grand Prizes is \$25,000 Canadian dollars (CAD). The Agency will contact the Prize winner(s) directly and co-ordinate the awarding of the Prize.

Each Prize will be comprised of the following:

- \$20,000 towards a cottage rental in Canada to be booked through an accredited cottage rental service.
- \$2,500 spending money (i.e., transportation to and from the cottage, groceries, gas - at winner's discretion)
- \$2,500 in Nutella® cottage swag and product

The following conditions apply to the Prize:

- Sponsor's agency will assist winner(s) with finding an appropriate cottage through accredited cottage rental directories. The cottage must be located in Canada. Any costs of the rental over and above the \$20,000 must be paid for by the winner(s). If the cottage rental is less than \$20,000, the difference between the actual cottage rental price and the \$20,000 credit will be added to the spending money;
- The Prize must be taken within a year from October 15, 2022, for greater certainty, prior to October 15, 2023;
- For greater certainty, in no event shall the Sponsor be required to pay more than \$25,000 (CAD) in relation to the Prize;
- The Prize winner must sign the Sponsor's Release (defined below) in order to receive and participate in the Prize.

Any other costs or expenses associated with the Grand Prize not specified identified herein will be the responsibility of the winner and guests (as applicable), including ground transportation, meals, communication charges, WIFI, optional tours, insurance, medical and travel documents. Sponsor will not be responsible if weather conditions, event cancellations, or other factors beyond Sponsor's reasonable control prevent the prize or part of the Prize from being fulfilled, and winner will not be entitled to compensation in lieu thereof. Winner and guests must have no restrictions on their ability to travel or to fully participate in the Prize or it may be forfeited, in whole or in part and may, at the Sponsor's discretion, be awarded to an alternate entrant. Winner and guests are responsible for obtaining all necessary documentation and permissions. Sponsor will not be responsible if winner/guests are denied entry into the cottage. In such a situation, the winner/guests will be responsible for any and all additional costs incurred. Winner/guests must obey all rules and requirements at the applicable cottages, including the booking site requirement to present a major credit card and fines for cleaning or repairs. Failure to follow such rules and requirements may result in, without limitation, ejection from the Contest Prize, non-admission to the cottage and forfeiture of all or part of the Prize. If the selected cottage property becomes unavailable for any reason prior to usage, then Sponsor will work with the winner to find an alternative option; but cannot guarantee similar accommodations.

The potential winner will be responsible for obtaining all the necessary medical approvals (including, without limitation, inoculations), administrative documents (and any permits/authorizations required for, and for complying with all laws and regulations relating to, the Prize. The Sponsor shall not be held liable in the event that any potential winners are unable to benefit from the Prize, or any part thereof, because of having failed to complete or comply with such requirements.

**Odds of Winning:**

At the start of the contest there will a total of 2.25 million unique PINs available for distribution, while supplies last. Prior to the Contest Opening Day, Sponsor will randomly select ten (10) PINs to be eligible winning PINs from among all available. Once you have entered a unique and valid PIN legitimately obtained in accordance with these Official Rules, you will automatically be notified on screen as to whether or not your PIN is a winning PIN.

**The odds of winning** a Grand Prize are 1 in 225,000.

If, at the end of the Contest Period, if none of the ten (10) pre-selected winning PINs have been redeemed, a random draw will take place in accordance with section 4 below. Only one (1) Prize will be given away in this random draw. Odds of winning a Prize via random draw in accordance with section 4 below will depend on the number of eligible entries received during the Contest Period.

**Limit:** No limit on the number of Grand Prizes that an individual can win.

**B. Daily Prizes**

There are one hundred thirty-seven (**137**) **Daily Prizes** (each, a "**Daily Prize**") available to be won during the Contest, each consisting of a \$50 Gift card. The Agency will contact the Prize winner(s) directly and co-ordinate the awarding of the Prize.

**Odds of Winning** a Daily Prize depend on the number of eligible entries received during the contest period.

**Limit:** No limit on the number of Daily Prizes that an individual can win.

#### **4. PRIZE DRAWS**

##### **A. Grand Prizes Draws**

A random draw for one (1) **Grand Prize** will be held, if necessary (See Section 3 above), on October 17, 2022, at 10:00 a.m. (ET) in Toronto, ON by an independent contest organization from among all eligible entries received by the Contest Closing Date. Three (3) attempts will be made to contact the selected entrant at the email address and two (2) attempts at the phone number provided on their entry form between 9:00 AM and 5:00 PM (ET) during a period of seven (7) days following the draw. If the selected entrant cannot be contacted within seven (7) days, by either email or phone, 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.

##### **B. Daily Prize Draws**

A random draw for one (1) **Daily Prize** will take place each day for one hundred thirty-seven days in a row, following the Contest Period at 10:00 AM (ET) in Toronto, ON by an independent contest organization from among all eligible entries received until the Contest Closing Date. A random draw for each Daily Prize will be held once per day beginning on May 17, 2022, at 10:00 AM (ET) in Toronto, ON by an independent contest organization from among all eligible entries received during the preceding Daily Draw Period. Subsequent daily random draws will take place every day for one hundred thirty-seven days at 10:00 AM (ET) until September 30, 2022, from among all eligible entries received during the preceding Daily Draw Period. For the purpose of this Contest, a "Daily Draw Period" is defined from 10:00 AM (ET) through to the following day 9:59 AM (ET) except for the last Daily Draw Period, which is defined as Thursday September 29, 10:00 AM (ET) to Friday September 30 11:59PM (ET). An entry into one Daily Draw Period will NOT carry over into subsequent Daily Draw Periods (i.e., entrants must enter every day if they wish to remain eligible for Daily Prizes).

In the event that no eligible entries are received for a Daily Prize during a Daily Draw Period ("No Entry Day"), then on the next Daily Draw Period following the No Entry Day, two (2) random draws will take place, provided that on the said following Daily Draw Period has at least two (2) eligible entries. Three (3) attempts will be made to contact each selected entrant email address and two (2) attempts at the phone number provided on their entry form between 9:00 AM and 5:00 PM ET during a period of seven (7) days following the random draw. If the selected entrant cannot be contacted within seven (7) days, he/she will be considered to have forfeited the prize and will be disqualified. In the case of another draw, another entrant may be drawn from the remaining eligible entries until such time as contact is made with a selected entrant. The Sponsor will not be responsible for failed attempts to contact a selected entrant.

All Prizes must be accepted as awarded without substitution and are not transferable, refundable, for resale or convertible to cash.

All amounts and costs related to any Prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a Prize, which are not expressly covered by the Sponsor are the responsibility of the individual winner. It is the individual winner's responsibility to understand and abide by any federal, provincial, territorial, local, or foreign tax laws that may apply to receipt of a Prize.

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 any of the Prizes, the selected entrant must answer correctly, without assistance of any kind, whether mechanical, electronic, or otherwise, a mathematical skill-testing question posed by telephone at the number provided during registration for the Contest or email at the email address provided during registration for the Contest.

The selected entrant will also be required to sign a Declaration and Release Form (the “**Release Form**”) confirming compliance with the Official Rules, acceptance of the Prize, as awarded, without substitution, and releasing the Sponsor, the Contest Group, the independent contest organization and each of their respective shareholders, directors, officers, employees, agents, representatives, parents, subsidiaries, affiliated and related companies, successors and assigns (collectively, the “**Released Parties**”) from any liability in connection with any Prize or the Contest.

The selected entrant must return a signed Release Form within seven (7) days of receipt, or he/she will be disqualified from receiving the Prize. The Sponsor will contact the Prize winner within thirty (30) days of receiving his/her signed Release Form to arrange delivery of the Prize.

The selected entrant must agree to post a message or messages to be provided by Sponsor on each of his/her social media platforms, if requested by Sponsor.

The refusal by any potential winner to accept a Prize (or any portion thereof) releases and forever discharges the Released Parties of all obligations related to the Prize, including delivery. If a selected potential winner does not meet the eligibility requirements, does not correctly answer the mathematical skill-testing question, does not complete and return the Release Form, is unable or unwilling to accept the Prize as offered or elects to decline the Prize, or in the event that the Prize confirmation or Prize itself is returned undeliverable, the Prize will be forfeited and an alternative eligible entrant may be randomly selected from the remaining eligible entries at Sponsor's sole discretion. Any disqualified winner will not receive any alternate prize, substitution, or compensation.

## **6. GENERAL**

### **Official Rules Govern**

In the event of a conflict between the Official Rules and any instructions or interpretations of these Official Rules given by an employee of the Sponsor regarding the Contest, these rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials including, but not limited to, the registration form, packaging, point of sale, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

### **Indemnification**

By submitting an entry into this Contest, each entrant confirms his or her understanding of and compliance with these Official Rules. Each entrant hereby releases and holds the Released Parties harmless from any and all liability for any injuries, loss, or damage of any kind to the entrant or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of

any Prize, participation in the Contest, any breach of the Official Rules, or in any Prize-related activity. The entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

### **Limitation of Liability**

Incomplete entries, including but not limited to pictures of the Purchase Receipts that are incomplete or ineligible, damaged entries, illegible entries or entries received after the Contest Closing Date will not be accepted. The Released Parties take no responsibility for lost, stolen, misdirected, damaged, illegible, or late entries which for any reason are not received before the Contest Closing Date, or for printing, distribution, or production errors. None of the Released Parties assumes any responsibility for any problems or technical malfunctions of or relating to any telephone network or lines, mobile platforms, unavailable network connections, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications (regardless of whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest), human error in the processing of entries in this Contest, computer online systems or servers, computer software problems, traffic congestion on the Internet or at any website, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of any Prize or in any Contest-related materials; nor will any of the Released Parties assume any responsibility for any damage to an entrant's or any person's computer or for breaches of privacy due to interference by third party computer "hackers" arising as a result of participating in this Contest.

For avoidance of doubt, none of the Released Parties assumes any liability for any personal injury or property damage or losses of any kind, including without limitation, direct, indirect, consequential, incidental, or punitive damages which may be sustained to an entrant's or any other person's computer equipment resulting from an entrant's attempt to either participate in the Contest or download any information in connection with participating in the Contest or use of the Website. Without limiting the foregoing, everything on the Website is provided "as is" without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

Furthermore, none of the Released Parties assumes any liability for any additional aspects of the Contest, including but not limited to any and all liability, claims, losses, actions, or damages of any kind, whether actual, incidental, or consequential, for the acceptance, possession or use/misuse of any Prize or participation in prize-related activities (including but not limited to activity related thereto).

### **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 attorneys' 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 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.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the Authorized Account Holder in whose name the email account is registered, provided that person meets all eligibility criteria of this Contest. "Authorized Account Holder" shall mean the natural person assigned to an email address and/or telephone number, by an Internet access provider, online service provider, telephone service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

#### **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 Sponsors' collection and use of the Registrant Information to administer this Contest and in accordance with Sponsor's privacy policy (available at: <https://www.nutella.com/ca/en/privacy-policy>). Please note that personal information provided as part of this Contest may be collected in, transferred to, and 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) other 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](mailto:privacy.canada@ferrero.com).

#### **Governing Law**

The Contest is subject to applicable federal, provincial, and territorial laws and regulations. The Official Rules are subject to change without notice in order to comply with any applicable federal, provincial, and territorial laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the

construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations as between an entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario, including procedural provisions, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision.

In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Any words herein importing the masculine gender shall include the feminine gender and vice versa in both the singular and the plural.

In the event of any discrepancy or inconsistency between the English language version and the French language version of the Official Rules, as applicable, the English version shall prevail, govern, and control.