

***“Nutella® Savour the Beauty of Canada”***  
**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® Savour the Beauty of Canada” Contest (the “**Contest**”) is sponsored by Ferrero Canada Ltd. (the “**Sponsor**”). The Contest starts on Monday, May 1<sup>st</sup>, 2023, at 10:00 AM (ET) (the “**Contest Opening Date**”). The Contest closes on Saturday, September 30<sup>th</sup>, 2023, 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**”), the prize provider (Parks Canada 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 your required information (ex. Name, year of birth, 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.

**Limit of one (1) entry per person per day.**

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”.

There are three (3) **Prizes** (each, a “**Prize**”) available to be won during the Contest, each consisting of a Parks Canada Getaway. The approximate retail value of each of the Prizes is \$10,000 CAD. The Sponsor’s Agency will facilitate the Prize booking package, which may include, but is not limited to:

- A Parks Canada Family/Group Discovery Pass to the destination of choice based on availability
- Transportation to the destination, including the potential for airfare depending on the location of the Prize winner
- Accommodations
- Car Rental
- Gas Card
- \$200 in Nutella® merchandise and/or product

The following conditions apply to the Prize:

- The Prize must be taken within a year from October 3<sup>rd</sup>, 2023, for greater certainty, prior to December 31, 2024;
- The Prize destination and travel dates must be confirmed with the Agency by December 15, 2023;
- The Prize destination must include publicly-reservable accommodations;
- The Agency retains the final decision on destination choice;
- Reservations are based on space availability at time of booking;
- For greater certainty, in no event shall the Sponsor be required to pay more than \$10,000 (CAD) in relation to the Prize.

**Odds of Winning** a Prize depend on the number of eligible entries received during the Contest Period.

Limit of one (1) Prize per person.

The Prize winners and their travelling companion(s) are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable local air departure taxes, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point as the Prizes originate and terminate there, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations. The use of upgrade certificates is not permitted for flights. Use of the airfare tickets are subject to the air carrier’s general conditions of carriage.

The Prize winners and their travelling companion(s) will be responsible for having the required identifications and obtaining any necessary travel documents, and any required shots, immunizations, medicines and medical approval in advance of departure including, but not limited to, a valid passport and visa. No compensation will be made if the trip is cancelled due to failure to obtain necessary travel documents or to meet medical and health requirements. The Prize must be accepted as awarded without substitution and is not transferable (except at the sole discretion of the Sponsor). The Prize may not be redeemed for cash or credit, in whole or in part. Under no circumstance may any portion, component or element of Prize be resold or offered for resale by the Winner or any other person. Other restrictions may apply.

The Prize winners and their travelling companion(s) understand and acknowledge the risks related to the spread of infectious or contagious diseases and understand it remains his/her responsibility to take the necessary precautions

applicable to any health hazards, including but not limited to Covid-19. The Prize winner also understands it is his/her responsibility to verify if his/her travel insurance policy covers incidents related to Covid-19.

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

A random draw for three (3) **Prizes** will be held, on October 3<sup>rd</sup>, 2023, 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.

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 answer correctly, without the 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 and any travelling companions 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 fourteen (14) 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 the Sponsor on each of his/her social media platforms if requested by the 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 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.

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 Sponsor's collection and use of the Registrant Information to administer this Contest in accordance with the 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, 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](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.