

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

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

The “Nutella® Sweater Giveaway” Giveaway (the “**Giveaway**”) is sponsored by Ferrero U.S.A., Inc. (the “**Sponsor**”) and administered by Golin (the “**Administrator**”). The Giveaway period starts on Friday, December 15, 2023 at 10:00 AM (ET) (the “**Giveaway Opening Date**”). The Giveaway closes on Wednesday, December 20th, 2023 at 11:59 PM (ET) (the “**Giveaway Closing Date**”). This Giveaway is not sponsored, endorsed, or administered By Instagram. If you enter, you are providing your information to Sponsor not to Instagram.

1. ELIGIBILITY

The Giveaway is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old on December 15, 2023 (each, an “**Entrant**” or “**you**”). The employees, officers, directors, agents, administrators, and representatives of Sponsor, Sponsor’s parent company, affiliates, and subsidiaries, and Sponsor’s advertising and promotion agencies (including the Administrator, hereinafter defined), and their respective parents, subsidiaries, and affiliates (collectively, the “**Released Parties**”), and each of their immediate family members (spouse and parents, children and siblings, and their respective spouses, regardless of where they reside) and individuals living in the same households of each of these individuals, whether related or not, of the above are not eligible to receive a Prize (as defined in Section 4). Giveaway is subject to all applicable federal, state and local laws. Void where prohibited or restricted by law.

Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Giveaway.

2. HOW TO ENTER

To enter the Giveaway, you must have an 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.

Entrants may enter by visiting Sponsor’s Nutella Instagram account (@Nutella) and following details on the Giveaway Posts. Instructions will be provided on each Giveaway post (e.g., respond to the Giveaway Post on Instagram by posting a reply to the applicable Instagram post and any additional instructions therein (e.g., tagging a friend, following the @Nutella Instagram account)). If the Giveaway designates a hashtag, the designated hashtag must be included in the response. Each complete and eligible response automatically qualifies as an entry to the Giveaway. Limit of one (1) entry per person during the Giveaway Period. All entries must be received by Sponsor during the Giveaway Period, in English. Any attempt by any entrant to obtain additional entries beyond the limit by using multiple/different email addresses, identities, registrations, or any other methods will void that entrant’s entries and that entrant shall be disqualified. Multiple entrants are not permitted to share the same Instagram account. Use of any automated system to participate is prohibited and will result in disqualifications. Sponsor is not responsible for lost, late, incomplete, invalid, void, unintelligible or misdirected entries, which will be disqualified. In the event of a

dispute as to an entrant's submission, the person who is the authorized Instagram account holder will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Giveaway. The "authorized Instagram account holder" is the person assigned to an email address by an Internet access provider, online service provider, Internet service provider, online service provider or other organization responsible for assigning email addresses for the account associated with the submitted entry. The winners may be required to show proof of being the authorized Instagram account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the winning entrant may be deemed ineligible. Submissions specifying an invalid, non-working, or inactive Instagram account will be disqualified and ineligible to win. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of submission will not be deemed proof of receipt of submission by Sponsor. The winners will be chosen from the pool of Entrants at random after the Giveaway Period has ended. Winning Entrants will be notified via Instagram. Prizes will be mailed to the address provided by the Entrant.

Entries may **not** contain any of the following: i) Materials which include the likeness of any celebrity (living or dead), copyrighted works, or other content created or owned by any person or entity other than Entrant ii) Materials which contain phone numbers, website links, street addresses, e-mail addresses or license plate numbers; iii) Materials which contain profanities, vulgar language, lewd behavior, or are otherwise obscene or inappropriate for a general audience; iv) Materials which contain any depiction of real or simulated sexual acts; v) Materials which depict illegal acts; vi) Materials which contain unsafe actions, or use of fire that may result in personal injury or destruction of property; vii) Materials which violate anyone's privacy rights, violate any confidentiality or employment agreement, or which are defamatory; viii) Materials which are derogatory, libelous, or slander the Sponsor, or any affiliated entity or person; ix) Materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; x) Materials which contain any computer virus, worm or other harmful computer programming; xi) Materials which do not comport with the Entry requirements; xii) Materials which contain extensive or gratuitous violence; and xiii) Materials which Sponsor, in its sole discretion, deems to be otherwise objectionable. xiii) Entries should not contain pictures of minors and/or non-consenting persons. Entries which do not conform to these guidelines will be disqualified.

Sponsor may acknowledge receipt of submission for entry, including by commenting upon or re-posting it. Should Sponsor choose to do so, any such acknowledgment merely indicates that entry has been received and is not otherwise binding upon Sponsor. Without limiting the foregoing, any such acknowledgment does not constitute any representation as to eligibility of entry or notification of selection as a potential prize winner.

3. PRIZES.

There are one-hundred and fifty (150) Prizes (each, a "Prize") available to be won during the Giveaway, each consisting of one (1) Nutella® Holiday Sweater. The Sponsor cannot guarantee a preferred size of the Prize. The approximate retail value of each of the Prizes is \$22.00. The Administrator will facilitate the Prize package, which may include, but is not limited to:

- One (1) Nutella® Holiday Sweater

The following conditions apply to the Prize:

- The potential winner must reply to the direct message from the @Nutella 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 a preferred sweater size

within four (4) business days.

Limit of one (1) Prize per person.

4. PRIZE DRAWS

One-hundred and fifty (150) winners will be chosen at random from the pool of Entrants and notified via the Instagram account included in their submission. Potential winners will be contacted a total of two (2) times and will have two (4) business days to respond and claim the prize, including completing and returning an Affidavit of Eligibility, Liability and Publicity Release, and/or Assignment (if required by Sponsor). If Administrator has not received a response and completed documentation from the potential winners after four (4) business days, such winners will be disqualified, and Sponsor reserves the right to randomly select alternate winners from the remaining eligible entries received for the applicable Giveaway. The same process will repeat until winners have responded and claimed the prize.

All potential winners are subject to verification by Sponsor and/or Administrator. An Entrant is not a winner of the Prize unless and until Entrant's eligibility has been verified. The Sponsor reserves the right, in its sole discretion, to choose an alternative winner in the event that a possible winner has been disqualified or is deemed ineligible for any reason. Upon verification, a potential recipient will be contacted by Sponsor or an associated agency for Prize fulfillment arrangements. If a potential recipient is found to be ineligible, is not in compliance with these Official Rules, declines to accept a Prize, or recipient is unable to be contacted within the timeframe specified, the recipient may be disqualified, and the Prize forfeited by such recipient. Prizes are not transferable and include only the item/amount specifically listed as part of the Prize, unless substitutions of equal or greater value are provided in Sponsor's sole discretion. Any portion of a Prize not accepted by a recipient will be forfeited. Federal, state, and local taxes on the Prize and any expenses relating to the acceptance of and use of the Prize not specified herein are the responsibility of the recipient. Neither the Sponsor nor the Administrator will be liable for any part of the Prize that has been lost, stolen, forged, damaged or tampered with in any way. The Winners acknowledge and agree, on behalf of themselves, that: (i) he/she may redeem the Giveaway Prize in any manner allowed by the issuer of the Prize, and (ii) the Released Parties have no responsibility whatsoever for injuries, illness, losses, or damages of any kind that result in any way from any activities undertaken during or related to the redemption of the Prize awarded under this Giveaway. Each recipient, successors and/or heirs release the Released Parties from any and all causes of actions that arise from such activity undertaken by recipient as part of his/her redemption of the Giveaway 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.

The total approximate retail value ("ARV") of all Prizes available in the Giveaway is \$3,300.00 and 00/100 Dollars (\$3,300.00).

5. LIMITATION OF LIABILITY:

By participating in this Giveaway, Entrants agree that the Released Parties are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable Instagram/e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Giveaway; (vii) any injury, illness or damage, whether personal or property, to Entrants' or to any person's computer or mobile device

related to or resulting from participating in the Giveaway and/or accepting a Prize; or (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable recipient notifications. The Released Parties are not responsible if any portion of the Prize cannot be awarded due to travel cancellations, delays, or interruptions due to acts of God, acts of war, natural disasters, weather, or terrorism.

By entering the Giveaway, each Entrant agrees: (i) to be bound by these Official Rules, including submission requirements; and (ii) to forever and irrevocably release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Giveaway, including, but not limited to, any Giveaway-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Giveaway; (b) the violation of the Entrant's privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (g) the negligence or willful misconduct by Entrant. The foregoing release and hold harmless agreement is applicable even if any of the listed claims and/or causes of action are caused, in whole or in part, by any wrongful, negligent, or unauthorized act or omission of any of the Released Parties.

If, for any reason, the Giveaway is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Giveaway and/or proceed with the Giveaway, including the selection of a recipient in a manner it deems fair and reasonable, including the selection of a recipient from among eligible entries received prior to such cancellation, termination, modification or suspension.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS GIVEAWAY, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT 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.

6. PRIVACY:

Unless otherwise specified in these Official Rules, information collected from Entrant during this Giveaway is subject to Sponsor's Privacy Policy: <https://www.nutella.com/us/en/privacy-policy>

7. PUBLICITY RIGHTS:

By participating in this Giveaway, each Entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Giveaway (including each Entrant's Submission) for promotion, trade, commercial, advertising and publicity purposes in all media worldwide now existing or hereafter developed including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law. Each Entrant agrees to confirm in writing the rights granted herein upon request of Sponsor.

8. GENERAL:

This Giveaway is subject to all federal, state, and local laws and regulations. Winning the Prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Giveaway other than as described herein is void and will result in disqualification, and if such Entrant is selected as a potential recipient, revocation of the Prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries using multiple Instagram accounts, e-mail addresses, identities, Internet protocol (IP) addresses, or use of proxy servers or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive and such Prize may be forfeited at the

Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify and pursue all available legal remedies against any individual found, in its sole and absolute opinion, to be tampering with the operation of the Giveaway, to be acting in violation of these Official Rules, to have engaged in fraud or submission of a false or fraudulent entry, or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Giveaway. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Giveaway will void any attempted participation affected by such methods and result in the disqualification of the individual utilizing the same.

CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to the identity of a recipient, the winning submission will be declared made by the authorized Instagram account holder of the Instagram account/e-mail address submitted on the registration form associated with such submission. "Authorized Instagram account holder" is defined as the natural person who is assigned to an Instagram account/e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning Instagram accounts/email addresses for the domain associated with the submitted Instagram account/e-mail address. Each entrant may be required to show proof of being an authorized Instagram account holder. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Giveaway details contained in these Official Rules and the Giveaway details contained in any Giveaway promotional materials (including, but not limited to, social media, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Giveaway as set forth in these Official Rules shall prevail.

9. WINNER LIST: For the names of the Winners, send a self-addressed, stamped envelope to Nutella Sweater Giveaway, % Golin, 909 3rd Ave, New York, NY 10022 to arrive before December 31, 2022.

10. SPONSOR: Ferrero U.S.A., Inc., 7 Sylvan Way, Parsippany, NJ 07054

11. ADMINISTRATOR: Golin, 909 3rd Ave, New York, NY 10022