

FULL CONTEST RULES

HARIBO HAPPY SUMMER Contest ["Contest"] Official Rules ["Rules"]

THIS CONTEST IS INTENDED FOR PARTICIPATION IN CANADA ONLY AND WILL BE GOVERNED BY CANADIAN LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND RESIDE IN CANADA AT THE TIME OF PARTICIPATION. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. BY PARTICIPATING IN THE CONTEST, PARTICIPANT AGREES TO BE BOUND BY THESE RULES AND THE DECISIONS OF THE SPONSOR, WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.

1. **ELIGIBILITY:** The Contest is only open to residents of Canada. Entrants must have reached the legal age of majority in their provinces or territory of residence in order to enter the Contest. The following persons are not eligible to participate: employees, contractors, directors and officers of Rigo Trading S.A. (“**Sponsor**”) & Prime Marketing Agency (“**Administrator**”), and their respective parent, subsidiary and affiliated companies, participating retailers, distributors, web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, “**Contest Parties**”), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or “step”) of each and those living in their same households (those persons whether related or not who live in the same residence).

2. **CONTEST PERIOD:** The Contest begins at 12:00 pm (noon) Eastern Time (“**ET**”) on May 1, 2021 and ends at 11:59:59 pm ET on July 31, 2021 (“**Contest Period**”). The computer of the Sponsor's Administrator is the official time-keeping device of the Contest.

3. **HOW TO ENTER:** During the Contest Period, visit www.haribo-promo.ca (the “**Contest Website**”) and follow the instructions to enter the site. To enter the Contest, you will need a **13-digit UPC** from participating HARIBO® products (“**Participating Products**”), as provided below, available while supplies last.

Product Name	Grammature
Goldbears	60
Goldbears	100
Happy Cola	100
Goldbears	150
Goldbears	175
Happy Cola	175
Starmix	175
Dinosaurs	175
Rotella	175
Tangfastics	175
Twin Snakes	175
Peaches	175
Goldbears Multipack	250
Happy Cola Multipack	250
Goldbears	284
Happy Cola	284
Goldbears	300
Happy Cola	300

With your **UPC**, follow the instructions below:

Visit www.haribo-promo.ca and follow the instructions on each screen to provide the following: Participating Product UPC, email address, first name, last name, postal code. Before you can determine if you are eligible to win an instant prize, you will be required to confirm that you have read, understood and are eligible to and will participate according to these Rules. Once you have completed the above, click “Start Drawing” and you will find out immediately if you have won an Instant Prize.

No Purchase: Purchase is not required and does not enhance a person’s chance of winning. If you wish to enter the Contest without purchase, please use the following Product Code: 4 123456 789012. Although online access and an email account are required in order to participate in the Contest, no purchase is required; many public libraries, Internet cafes, retail businesses and others offer access to the Internet and a number of Internet service providers and other companies offer free email accounts.

Limit one (1) UPC per person per email address per day. A UPC may be used more than once, but may be entered by the same person only once per day during the Contest Period. A “day” is defined as a twenty-four (24) hour time period between 12:00 am ET and 11:59:59 pm ET of the same day, with the exception of the first day of the Contest which shall begin at 12:00 pm (noon) ET and end at 11:59:59 p.m. ET of the same day. All entries must be properly received and recorded by the Administrator’s computer within the Contest Period in order to be eligible to win a prize.

No other form of submitting an entry is valid other than as stated above. **Only one (1) email address may be used by any person to participate in the Contest.** Multiple participants may not share the same email address. A potential winner may be requested to provide the Sponsor and/or Administrator with proof that he/she is the authorized account holder of the email address associated with the winning account and/or an eligible participant. Participants may not register/enter with multiple email addresses, nor may participants use any other device to register/enter under multiple identities. Any participant who attempts to enter with multiple email addresses or accounts under multiple identities will be disqualified and forfeits any prize won, in the Sponsor's sole discretion.

If you participate via a mobile device, you may incur standard data charges from your wireless service provider. Check with your wireless service provider for details these and other applicable charges. Entrants are solely responsible for any such data charges. If you do not have Internet access via a personal computer, your local library or Internet cafe may be able to provide access to the Internet and a number of Internet service providers and other companies offer free email accounts.

4. **HOWTO WIN:** The following stipulates how you could be selected as eligible to win a prize:

Instant Prizes: By submitting an entry as outlined in Rule 3. Randomly selected time(s) on each day during the Contest Period will be chosen by the Administrator, and **the first participant who completes an entry** in accordance with these Rules (whose entry is properly received and recorded by the Administrator’s computer on or immediately after a randomly selected time during the Contest Period) will potentially win an Instant Prize (subject to verification).

Contest Period Start on May 1, 2021 at 12:00 pm (noon) ET and ends on July 31, 2021 at 11:59:59 pm ET.

If your computer or mobile device displays a prize-winning message, you are a potential winner of the indicated Instant Prize (subject to verification). If your computer or mobile device does not display a prize-winning message, you are not a winner of an Instant Prize. All entries must be properly received and recorded within the

Contest Period in order to be eligible to win a prize. Odds of winning an Instant Prize depend on the order in which entries are received.

If you are notified on-screen that you are eligible to win an Instant Prize, you will be sent an email to the email address associated with your entry within five (5) business days (the “**Notification**”). If you are selected as eligible to be declared a winner, the selected entrant must: (i) respond to the Notification from the Sponsor’s designated agent within three (3) business days and provide the information requested; (ii) correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a required time limited mathematical skill-testing question to be administered by the Sponsor’s designated agent at a mutually agreeable time and (iii) otherwise comply with these Rules. Once these steps have been completed, the Sponsor’s designated agent will confirm the potential winner as a winner, and their Instant Prize will be delivered by courier within 6-8 weeks at the address provided on the release form. Prizes will only be delivered to winners who have been verified and have complied with these Rules.

If a potential Instant Prize winner does not respond to the Notification within three (3) business days, is found to be ineligible for any reason, declines to accept the prize, or incorrectly answers the required mathematical-skill testing question, the potential winner will be disqualified and will forfeit the prize. Any unclaimed Instant Prizes will not be awarded. The Contest Parties will not be responsible for failed attempts to notify any potential winner.

5. PRIZES: The following **Instant Prizes** are available to be won in the Contest:

There is a total of one hundred (100) Instant Prizes available to be won for the duration of the Contest Period, with at least one prize per day. **Each Instant Prize consists of the following items and their respective approximate retail value:**

- **7x Haribo 175g = \$21**
- **Haribo Towel = \$20**
- **Haribo Float = \$29**
- **Haribo Pen = \$4**
- **Goldbear Plush = \$12**
- **Haribo Magnet = \$5**

The total approximate retail value of each Instant Prize is \$91. The total approximate retail value of 100 Instant Prizes is \$9,100. The number of Instant Prizes available to be won will diminish as they are claimed throughout the Contest Period. **Limit one (1) Instant Prize per person during the Contest.**

ADDITIONAL CONDITIONS OF PARTICIPATION:

6. The **Sponsor** reserves the right, in its sole discretion, to reschedule any prize draw. The Sponsor is not responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible or incomplete No Purchase Requests or entries. Proof of transmission (e.g. screenshots) does not constitute proof of receipt. No responsibility is assumed by the Contest Parties for any inability of a potential entrant to successfully enter the Contest for any reason, or for prizes that remain unclaimed or unawarded.

7. By entering, entrants (i) acknowledge compliance with these Rules including all eligibility requirements and, (ii) agree to be bound by these Rules and the decisions of the Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to this Contest, without right of appeal, including without limitation eligibility, validity, contents, and/or disqualification of an entry. Entrants who have not complied with these Rules are subject to disqualification.

8. By accepting a prize, each winner consents to the use of his/her name, city/province of residence, voice, and statements relating to the Contest or the Sponsor, and photographs or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by the Sponsor or any related entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

9. Any attempt by an entrant or other individual, to deliberately damage any website or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of these activities may be disqualified and will forfeit any prize won.

10. All entries become the property of the Sponsor and will not be returned. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

11. If a dispute arises regarding who submitted any entry, the entry will be deemed to be submitted by the authorized account holder of the email address or phone number provided at time of entry. Authorized account holder is defined as the natural person who is assigned to an email address or phone number by an Internet access or online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address, or wireless carrier.

12. Entrants and/or winners assume liability for injuries caused, or claimed to be caused by participating in the Contest, by the acceptance, possession, use or misuse of any prize awarded, including but not limited to claims/damages for personal injury, or property damage. Moreover, as a condition of entering, entrants agree: (a) to release, indemnify and hold harmless the Contest Parties, and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to participating in the Contest or the awarding, receipt, possession, and/or use or misuse of any prize; (b) that under no circumstances will entrant be permitted to obtain awards for punitive, incidental, consequential, or any other damages and entrant hereby waives all rights to claim for all such damages; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.

13. EVENTS INTERFERING WITH CONTEST ADMINISTRATION:

(i) Termination, Modification or Suspension: The Sponsor may, at its sole discretion and without liability to Contest entrants, terminate the Contest in whole or in part, or modify or suspend the Contest at anytime without notice, subject to the approval of the *Regie des alcools, des courses et des jeux*, if required with respect to the province of Quebec, in the event any of the following situations arise in the Sponsor's sole opinion: any impedence or prevention of the Sponsor's ability to administer the Contest as planned or intended by an event beyond the Sponsor's control, including but not limited to an act of God, fire, flood, natural or manmade epidemic or crisis, earthquake, explosion, labour dispute or strike, telecommunications equipment failure, utility-related disruptions, software viruses, software bugs, computer programming errors, terrorist threat or activity, war (declared or undeclared), any federal, provincial, territorial or local government law, order or regulation, public health crisis, pandemic, the order of any court or jurisdiction, or by any other cause not reasonably within the Sponsor's control. Without restricting the generality of the foregoing, and subject to the approval of the *Regie des alcools, des courses et des jeux*, if required, if for any reason more entrants receive notification of eligibility to win a prize than the number of prizes stated herein, the Sponsor reserves the right, in its sole discretion, to terminate the Contest in whole or in part, or amend or suspend it and award only the number of prizes stated in these Rules via a random drawing for the prizes not yet distributed at the time the Contest is terminated, suspended or amended.

(ii) Procedure upon Early Termination: In the event of early termination of the Contest, a notice will be posted online and a random drawing to award the prize(s) will be conducted from among all eligible entries received prior to the time of termination. In no event will the number of prizes awarded exceed the available number of prizes as specified in these Rules.

14. NO WARRANTIES:

The Contest Parties do not make any warranties that access to the Contest Website will be uninterrupted or error-free. The Contest Parties are not responsible for any problems that may arise, including but not limited to: (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Contest; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Contest, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Contest; or (f) damage to a user's system occasioned by participation in this Contest or downloading any information necessary to participate in this Contest.

15. DISPUTES:

(a) **RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the *Regie des alcools des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the *Regie* only for the purpose of helping the parties reach a settlement.

(b) **RESIDENTS OF CANADA, EXCLUDING QUEBEC:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.

16. **CONFLICTS/DISCREPANCIES:** In the event of any discrepancies between the English language Rules and the non-English language Rules, the English Rules shall prevail. In the event of a conflict between any Contest details contained in these Rules and any Contest details contained in Contest advertising materials (including, but not limited to, online, point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Contest as set forth in these Rules shall prevail.

17. **INVALIDITY:** The invalidity or unenforceability of any provision of these 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 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.

18. **PERSONAL INFORMATION:** Personal information may be collected, used or disclosed in jurisdictions other than Canada. Personal information that resides in jurisdictions other than Canada will be subject to the general laws of application in those jurisdictions. The personal information gathered about entrants in the course of this Contest will be used solely by the Sponsor for the administration of the Contest and in connection with any publicity relating to the Contest. For more information about how the Sponsor manages your personal information, see the Sponsor's Privacy Policy available at <https://www.haribo.com/en-us/privacy>.

**** NOTE ****No purchase necessary. Open to Canadian residents. Entrants must have reached the legal age of majority in their provinces or territory of residence in order to enter the Contest. Mathematical skill-testing question required. Contest period: May 1, 2021 @ 12:00pm(noon) ET to July 31, 2021 @ 11:59:59 pm ET. Enter UPC for a chance to win 1 of 100 Instant Prizes (at least 1 available per day/average retail value \$91 each). Chances of winning depend on when entry played. Max 1 UPC entry per day. Prizes diminish as awarded. Click here for Details & Official Rules www.haribo-promo.ca.