

THE CRUNCHING STARTER KIT PROMOTION
OFFICIAL TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR CLAIM A GIFT. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF RECEIVING A GIFT.

The CRUNCHing Starter Kit Promotion ("Promotion") is sponsored by Ferrero U.S.A., Inc. ("Sponsor"), 7 Sylvan Way, Parsippany, NJ 07054 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on November 16, 2020 at 12:00 PM Eastern Time ("ET") and ends on January 31, 2021 at 11:59:59 PM ET, or after all gifts are awarded, whichever occurs first ("Promotion Period"). There will be four (4) fire drills (each, a "Fire Drill") during the Promotion Period. Each Fire Drill is available on a first come, first-served basis, while supplies last in each Fire Drill and ends after the total stated number of gifts have been awarded. The Administrator's computer is the Promotion official clock.

- 2. ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or receive a gift. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Terms and Conditions and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

- 3. HOW TO PARTICIPATE:** During the Promotion Period, Sponsor, using the @crunchbar page on Instagram, will announce an active Fire Drill, including the Promotion website address ("Website") where eligible participants can participate in the Promotion (each a "Fire Drill Alert"). There will be four (4) Fire Drills during the Promotion Period. To participate in a Fire Drill, an eligible entrant may visit the Website. If gift supplies still remain for the active Fire Drill, eligible participants will then be prompted to complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Upon the successful submission of the registration information, an entrant will be notified if he/she is a potential gift recipient. Once gift supplies for a Fire Drill are exhausted, notice will be posted on the Website. Each gift recipient will be considered a potential gift recipient, subject to Sponsor's verification of the potential gift recipient's compliance with these Terms and Conditions. If an entrant will receive a Fire Drill gift, he/she will be notified by e-mail (see Section 5 for details). Entrants who do not get a gift will not be contacted.

An entrant is not a recipient of any gift, even if the message or website should so indicate, unless and until entrant's eligibility and potential entry has been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of receiving a gift in lieu of its validation process. Any entry that occurs after the system has failed for any reason is

deemed a defective entry, is void, and will not be honored. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor.

Entry Limit: There is a limit of one (1) entry per person per Fire Drill. If more than one (1) entry per Fire Drill is received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Promotion, then that entrant, in Sponsor's sole discretion, may not be eligible to receive a gift.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR RECIEVE A GIFT IN THIS PROMOTION.

4. GIFTS AND APPROXIMATE RETAIL VALUE ("ARV"):

A. Gifts (9,700 total; 2,425 per Fire Drill): Each gift is a CRUNCHing Starter Kit that includes one (1) CRUNCH Bar 1.55 oz., one (1) Buncha CRUNCH 3.7 oz., a CRUNCHing Manual and a CRUNCHing Decal (each a "Gift"). No more than nine thousand seven hundred (9,700) Gifts (two thousand four hundred and twenty-five [2,425] per Fire Drill) will be available in the Promotion. The ARV of each Gift is \$20.00. Gifts are awarded on a first come, first-served basis, while supplies last in each Fire Drill.

B. Total ARV: The total ARV of all Gifts is \$194,000.00.

C. General Conditions: There is a limit of one (1) Gift per person/per household. In no event will more than nine thousand seven hundred (9,700) Gifts (two thousand four hundred and twenty-five [2,425] per Fire Drill) be awarded. If, for any reason, more Gift notifications are sent (or more claims are received) than the number of Gifts offered, as set forth in these Terms and Conditions, Sponsor reserves the right to award the intended number of Gifts through a random drawing from among all eligible Gift claims received.

5. HOW TO CLAIM A GIFT: The potential Gift recipients are subject to verification of eligibility and compliance with these Terms and Conditions After each Fire Drill, Administrator will notify the potential Gift recipients via e-mail at the e-mail address provided at the time of registration. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a Gift recipient's right to claim his/her Gift, and may result in the Gift being forfeited. If a potential Gift recipient is disqualified, found to be ineligible or not in compliance with these Terms and Conditions, or declines to accept a Gift, the respective Gift may be forfeited. Gifts not claimed due to failure of eligibility verification or other reasons beyond the reasonable control of Sponsor will be forfeited and not be made available at a later date. Upon verification of eligibility, each Gift will be mailed to the Gift recipients at the physical addresses (P.O. Boxes are not permitted) provided at the time of entry. Any portion of a Gift not accepted will be forfeited. Each Gift recipient shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Gift. All other costs and expenses not expressly set forth herein shall be solely each Gift recipient's responsibility. The Gifts will only be awarded to verified recipients.

Sponsor will attempt to notify each potential Gift recipient as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received

because of a Gift recipient's privacy or spam filter settings which may divert any Promotion e-mail, including any Gift recipient notification e-mail, to a spam or junk folder. Gifts that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Gifts are non-transferable and no Gift substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a Gift of equal or greater value in case of unavailability of the Gift or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the Gift for any reason.

- 6. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable 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 Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a Gift; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Promotion Entities are not responsible for any unanswered or undeliverable notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Terms and Conditions, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to 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 Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party 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 Gift (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a Gift recipient in a manner it deems fair and reasonable, including the selection of a Gift recipient from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Gifts be awarded than are stated in these Terms and Conditions. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more Gift

recipients than are stated in these Terms and Conditions, a random drawing among the claimants will be held to determine the Gift recipients.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE GIFTS, 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.

- 7. DISPUTES:** THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE NEW YORK COUNTY, NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.
- 8. PRIVACY:** Sponsor's privacy policy is available at <https://www.ferreronorthamerica.com/privacy-policy-us>.
- 9. PUBLICITY RIGHTS:** By participating in this Promotion, 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 Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 10. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Terms and Conditions is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, 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 Gift that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential Gift recipients may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a Gift recipients, the entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show

proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.** If any provision of these Terms and Conditions 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 Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions or the Gift documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Terms and Conditions. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Terms and Conditions and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Terms and Conditions prevail.

Customer Service inquiries may be made at [Contact Us](#).

© 2020 Ferrero U.S.A., Inc. All rights reserved.