

HARIBO SOCIAL SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

MANY WILL ENTER, FEW WILL WIN.

The HARIBO Social Sweepstakes ("Sweepstakes") is sponsored by HARIBO of America ("Sponsor"), 9500 Bryn Mawr Avenue, Suite 700, Rosemont, IL 60018 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on December 7, 2020 at 12:00 PM Eastern Time ("ET") and ends on December 18, 2020 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of one 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, "Sweepstakes 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 win. All federal, state, and local laws apply. 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 Sweepstakes.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may enter the Sweepstakes by submitting a video on Instagram stories or in-feed using the HARIBO voice lens, with the hashtag "HARIBOsweepstakes" and @HARIBOUSA ("Entry"). The Entry must be a video using the voice lens and telling any entertaining story. Note: The Entry does not need to feature any Sponsor product to receive an Entry, and featuring a Sponsor product will not increase an entrant's chances of winning.

Entrant must have a non-private Instagram account. If an entrant does not have a non-private Instagram account, he/she can create one at no cost from the Instagram app. Please note that an entrant must agree to comply with the Instagram Terms of Use (<https://www.instagram.com/about/legal/terms/>) and Privacy Policy (<https://www.instagram.com/about/legal/privacy/>) in order to participate in this Sweepstakes. By participating in the Sweepstakes, entrant understands that he or she is providing his or her information to Sponsor and not Instagram, Inc. ("Instagram"). Further, entrant specifically agrees to release Instagram from any and all liability associated with this Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or any of their affiliates.

By submitting an Entry and using the hashtag "HARIBOsweepstakes" each entrant hereby agrees to the terms and conditions set forth in these Official Rules and each entrant agrees

that his/her entry conforms to the entry guidelines and restrictions set forth below (“Entry Guidelines and Restrictions”). Submitting an Entry constitutes entrant’s grant to Sponsor, its parents and affiliates, and the employees, officers, directors, licensees, designees, agents, successors and assigns (collectively, “Grantees”), of a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, post, distribute, publish or create derivative works from and display the Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional, advertising, public relations, trade show and/or marketing purposes, without further compensation, notification or permissions of any kind except where prohibited by law. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights entrant is granting to use the Entry. This license expressly includes a right (but not the obligation) for Sponsor to modify Entries to remove any third party intellectual property. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Each entrant hereby acknowledges that such entrant does not reserve any rights in or to the Entry. The displaying of an Entry on any website/social media platform does not constitute verification of eligibility or compliance with these Official Rules and all Entries and entrants remain subject to verification of eligibility and compliance with these Official Rules as determined by Sponsor at its sole discretion.

Entrants agree that Sponsor has the right, but not the obligation, to use and/or otherwise display the Entries as set forth above, and that if such Entries are, in Sponsor’s sole discretion, displayed on any website/social media platform, such Entries may be subject to third party comments that will be publicly viewable, and further, such Entries may also be saved, shared, and/or further e-mailed by such third parties on the internet or otherwise.

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

Once an entry is submitted in the Sweepstakes it may be made available on Sponsor’s social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. All entries must be received during the Sweepstakes Period and must comply with these Official Rules, including, but not limited to the entry requirements set forth below.

Entry Guidelines and Restrictions: All Entries must comply with the following restrictions:

- Must be submitted during the Sweepstakes Period;
- Must be created solely by the entrant, and may not be plagiarized, have been previously published or have previously won a prize or award;
- Must be in English, except for commonly understood foreign words;
- Must contain the hashtag “HARIBOsweepstakes” and @HARIBOUSA;
- Must follow the instructions and comply with these Official Rules;
- Must comply with the Instagram Terms of Service as applicable;

- Must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- Must have permission from any individual identifiable in any photograph besides the entrant, or must not include any identifiable individual besides the entrant. Entrant must be able to provide written proof of permission from any identifiable individual upon Sponsor's request. If any such person is a minor the entrant must be his/her parent/legal guardian;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos (manufacturer or carrier), trade names, or patented features). Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not prominently feature any third party logos or marks. Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not include personally identifiable information, including but not limited to phone numbers or e-mail addresses;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any express or implied commercial endorsement;
- Must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
- Must not contain material or statements that promote use of alcohol by minors, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

Sponsor reserves the right, but is not obligated, to disqualify any Entry that fails to comply with the foregoing Entry Guidelines and Restrictions.

Limit: There is a limit of one (1) Entry per person during the Sweepstakes Period. If more than one (1) Entry is received from the same person and/or Instagram account, only the first entry received may be considered valid.

4. RANDOM DRAWINGS: On or around December 21, 2020, the Administrator will randomly select five (5) potential winners, from all eligible entries received. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV") AND ODDS OF WINNING:

A. Prizes (5): Each prize is a year supply of HARIBO candy awarded as 81 bags (5oz each) of assorted HARIBO candies. Specific candies will be determined by Sponsor in its sole discretion. The ARV of each prize is \$153. There will be five (5) prizes available in this Sweepstakes.

B. Total ARV: The total ARV of all available prizes in this Sweepstakes is \$765.

C. Odds of Winning: The odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period.

D. General: In no event will more than the stated number of prizes be awarded. If, for any reason, more than the stated number of notifications are sent (or more claims are received), Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. Limit of one (1) prize per person/household during the entire Sweepstakes. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

6. HOW TO CLAIM A PRIZE: Each potential winner will be notified on Instagram by a Direct Message from @HARIBOUSA with instructions on how to proceed with claiming the prize ("Notification"). Each potential winner will be required to provide his/her valid e-mail address, complete first and last name (no initials), complete mailing address (no P.O. Boxes), city, state, Zip Code, agreement to these Official Rules and that he/she is eighteen (18) or older at time of entry.

Upon verification of eligibility, each prize will be mailed to the winner at the mailing address provided when registering for the prize as set forth above. If a potential winner is found to be ineligible; does not complete the required information within ten (10) days after Notification; is not in compliance with these Official Rules; declines to accept the prize; or if the Notification or prize is returned as undeliverable, the prize will be forfeited and, in the Sponsor's sole discretion, may or may not be awarded to an alternate winner selected at random from the remaining pool of eligible entrants during the Sweepstakes Period. Each prize will be mailed to the address set forth on the potential winner's registration page within 4 to 6 weeks from the date of Notification. Prizes will only be awarded to verified winners. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute prize of equal or greater value in case of unavailability of the prize or force majeure. Each winner is solely responsible for all costs and expenses associated with the prize that are not stated in these Official Rules. Acceptance of a prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, and/or prize information in connection with Sweepstakes, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

7. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, Instagram, 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 notifications, telephone calls, 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/Internet/Website/UseNet 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 Sweepstakes; (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 Sweepstakes and/or accepting a prize; and (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 Sweepstakes Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Sweepstakes related e-mail to a spam or junk folder.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (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 Sweepstakes; and (iv) 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 Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (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 prize (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 Sweepstakes is not capable of running as planned, or the integrity and or feasibility of the Sweepstakes is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor, Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter

this Sweepstakes as a result of a force majeure event, a notice will be posted at Haribo.prizelogic.com ("Website").

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, 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.

- 8. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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 SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY:** Sponsor's privacy policy is available at <https://www.haribo.com/en-us/privacy>.
- 10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, 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 Sweepstakes 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.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected at Sponsor's sole discretion that an entrant has registered or attempted to register more than once using multiple email addresses, multiple identities, multiple Instagram accounts, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that entrant may be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional entries in excess of the stated limitation, that entrant may, at Sponsor's sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address associated with the

Instagram account used to submit an entry. "Authorized account holder" is defined as the natural person who is assigned to an email 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. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES 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.** All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - HARIBO Social Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than February 18, 2021.

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