

THE KINDER “BUENO DAYS” SWEEPSTAKES 3
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.

1. **SWEEPSTAKES PERIOD:** The Kinder “Bueno Days” Sweepstakes 3 (the “Sweepstakes”) begins on May 6, 2021 at 12:00:00 PM Eastern Time (“ET”) and ends on August 31, 2021 at 11:59:59 PM ET (the “Sweepstakes Period”).

2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of one of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry (each an “Eligible Entrant”). Employees of Ferrero U.S.A., Inc. (the “Sponsor”), PrizeLogic LLC (the “Administrator”), and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, the “RELEASED PARTIES”) 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 in Puerto Rico and where prohibited or restricted by law. Administrator’s server will be the official timekeeper and recordkeeper for the Sweepstakes. By entering, Entrant agrees to these Official Rules, which are binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, 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 in the Sweepstakes during the Sweepstakes Period.

3. **HOW TO ENTER:** During the Sweepstakes Period, there are two (2) ways to enter:
 - A. **Entry with Purchase:** During the Sweepstakes Period, an Eligible Entrant may purchase two (2) packs of Kinder Bueno Bars (1.4, 1.5 or 3.0 oz.) Core or White Singles or Share Size in the same transaction or one (1) Kinder Bueno Minis (5.7 or 9.5 oz.) Share Pack or Family Pack online and/or at any participating store, (collectively, the “Qualifying Purchase”), while supplies last. Eligible Entrant must then visit www.buenodays.com (“Website”), complete and submit the registration form, including, but not limited to: his/her first and complete last name (no initials), phone number, city, state, zip code and acceptance of the Official Rules and Privacy Policy. The Eligible Entrant must then follow the on-screen prompts on the Website and upload a photograph of the original receipt showing the Qualifying Purchase. It is recommended that Eligible Entrant print his/her name on the original receipt; sign and date the receipt; and circle the qualifying product on the receipt before uploading the receipt. The file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 10 MB. **Receipts must be submitted by 11:59:59 PM ET on August 31, 2021 for entry to be valid.** Eligible Entrant will need to maintain possession of the original or photocopy of the receipt. The Eligible Entrant should not give a receipt to any store employee. Upon Sponsor’s qualification of receipt, an Eligible Entrant will receive one (1) entry into the Sweepstakes. **An Eligible Entrant shall not be permitted to submit a receipt of a Qualifying Purchase more than one (1) time during the Sweepstakes Period.** Duplicate receipts will not be accepted. Receipts must be legible. Mechanical reproductions, altered receipts or illegible receipts, except as required in this Section 3.A., will not be accepted. Limit of one (1) entry per person/per email address/per day during the Sweepstakes Period. Receipts submitted in excess of the limits set forth herein will not be accepted.

B. Entry Without Purchase: To receive an entry in the Sweepstakes without making a purchase, an Eligible Entrant can mail a 3 ½ x 5 ½ in postcard with his/her hand-printed, first and last name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, zip code, telephone number, and date of birth (MM/DD/YYYY), (the "Mail-In Entry") and mail it in a sealed outer mailing envelope) with sufficient postage to The Kinder "Bueno Days" Sweepstakes 3, P.O. Box 251328, West Bloomfield, MI 48325. An Eligible Entrant who submits a valid Mail-In Entry shall receive one (1) entry into the Sweepstakes. Limit one (1) Mail-In Entry per person/per day during the Sweepstakes Period. All Mail-In Entries must be postmarked by August 31, 2021 and received by September 10, 2021. Writing on Mail-In Entries must be legible. Mechanical reproductions, postage-due, and Mail-In Entries sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Limit: Regardless of method of entry, an entrant will receive no more than one (1) entry per day during the Sweepstakes Period. If more than the stated number of entries are 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 Sweepstakes, then that entrant, in Sponsor's sole discretion, may be disqualified and not be eligible to win a prize. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

4. RANDOM DRAWING: On or around September 13, 2021, the Administrator will randomly select five (5) potential grand prize winners, twenty-five (25) potential first prize winners, fifty (50) potential second prize winners, and one hundred (100) potential third prize winners, and five hundred (500) potential fourth prize 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. Grand Prizes (5): Each grand prize is a smart watch (each a "Grand Prize"). No more than five (5) Grand Prizes will be available in the Sweepstakes. The ARV of each Grand Prize is \$399.95.

B. First Prizes (25): Each first prize is a pair of wireless speakers (each a "First Prize"). No more than twenty-five (25) First Prizes will be available in the Sweepstakes. The ARV of each First Prize is \$99.

C. Second Prizes (50): Each second prize is a branded tumbler (each a "Third Prize"). No more than fifty (50) Second Prizes will be available in the Sweepstakes. The ARV of each Second Prize is \$29.99.

D. Third Prizes (100): Each third prize is a branded beach towel (each a "Third Prize"). No more than one hundred (100) Third Prizes will be available in the Sweepstakes. The ARV of each Third Prize is \$25.

E. Fourth Prizes (500): Each fourth prize is one (1) Bar of Kinder Bueno White (1.4 oz) awarded as a coupon (each a "Fourth Prize"). Terms and conditions of coupon apply. No more than five hundred (500) Fourth Prizes will be available in the Sweepstakes. The ARV of each Third Prize is \$1.29.

F. Total ARV: The total ARV of all prizes in the Sweepstakes is \$9,690.50.

All levels of prizes shall be collectively referred to herein as ("Prizes").

G. Odds of Winning: The odds of winning a Prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.

H. GENERAL PRIZE RESTRICTIONS: Make and model of prizes to be determined by Sponsor in its sole discretion. Prizes to be awarded "as is" and any and all warranties and/or guarantees (if any) shall be subject to the manufacturers' terms; therefore, winners agree to look solely to such manufacturer(s) for any such warranty(s) and/or guarantee(s), if any. Any Prize depiction is for illustrative purposes only. Sponsor shall not be responsible for lost or stolen Prizes, or any part thereof (including, without limitation, lost or stolen coupons), or any issues arising out of or in connection with winner's use of a Prize, or any part thereof. Sponsor and Administrator are not responsible for any change of potential winner's email address (as applicable) or if email address (for potential winner) is incomplete or otherwise defective. Prizes consist of only the items specifically listed as part of the Prize. Winners are solely responsible for federal, state and local taxes, as well as any other costs and expenses associated with the acceptance and use of a Prize not described herein as being awarded as part of a Prize. Winners receiving a prize valued at \$600 or greater will receive an Internal Revenue Service Form 1099 for the ARV of the Prize for the tax year in which Prize was awarded. No Prize transfer, Prize substitution or cash redemption permitted, in whole or in part, except by Sponsor who reserves the right to substitute a Prize (in whole or in part) of comparable or greater value, at its sole discretion. Any stated difference between the approximate retail value and actual value of Prize or any substituted Prize will not be awarded. In no event will more than the stated number of Prizes be awarded. **Any unawarded, unclaimed, voided or forfeited Prizes will not be awarded.** All Prize details are at Sponsor's sole discretion.

6. PRIZE AWARDING AND NOTIFICATION: Limit one (1) Prize per person, per household during the Sweepstakes Period. Sponsor will notify the potential winners via e-mail at the e-mail address provided at the time of registration/entry, including any potential winner who entered with a Mail-In Entry. 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 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/potential winner may be required to show proof of being an authorized account holder.

Sponsor reserves the right (at its sole discretion) to disqualify any potential winner, if potential winner is determined to be ineligible to participate and/or win a Prize in the Sweepstakes. Potential winners receiving a prize valued at \$600 or greater will be required to execute and return an Affidavit of Eligibility, Liability Release (where legal) Publicity Release, and required tax documents within three (3) days of date of issuance of notification. If a potential winner (i) does not respond to the notification within the specified timing or cannot be contacted; (ii) is ineligible according to these Official Rules;

(iii) fails to return the required documents within the specified time period or Sponsor's sending of the required documents are returned as undeliverable; (iv) if a potential winner decides to decline his/her Prize for any reason whatsoever; or (v) if a potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit his/her Prize and the Prize may be awarded to an alternate winner from among all remaining eligible entries received, in the Sponsor's sole discretion. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, the respective Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Once the official paperwork is received within the specified time period and verified by the RELEASED PARTIES, then a potential winner will become an actual winner. Prizes will be fulfilled 6 - 8 weeks after a potential winner has been selected and verified. Sponsor assumes no responsibility for an undeliverable Prize resulting from a typographical error or change of address of Entrant. All Prize awards are subject to verification of eligibility and compliance with these Official Rules.

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

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes 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 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 unanswered or undeliverable winner notifications.

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 (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 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.

Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes if Sponsor suspects fraud, technical failures or errors, viruses, bugs, unauthorized human intervention or any other similar causes or factors beyond Sponsor's reasonable control could corrupt, impair or compromise the administration, security, integrity or fairness of the Sweepstakes (or portions thereof), as determined by Sponsor in its sole discretion. Should the Sweepstakes (or any portion thereof) be cancelled or terminated for any of the aforementioned reasons, the Sweepstakes will be conducted in a manner deemed fair and equitable by Sponsor in its sole discretion. In the event the Sweepstakes is cancelled or terminated, notice will be posted on the Website. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

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 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 SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.**
- 9. PRIVACY:** Sponsor's privacy policy is available at <https://www.ferreronorthamerica.com/privacy-policy>.
- 10. USE OF DATA:** Sponsor will be collecting personal data about Entrants online, in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at (<https://www.kinder.com/us/en/privacy-policy>) By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

11. 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.

12. GENERAL: Any attempted form of participation in this Sweepstakes 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 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 this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules 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 prize 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 Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners 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 winner, the winning 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 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.** 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 the prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. 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. 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 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.

13. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Kinder Bueno Days Sweepstakes 3, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than October 31, 2021.

14. ADMINISTRATOR: Prize Logic, LLC, (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

15. SPONSOR: Ferrero U.S.A., Inc. (“Sponsor”), 7 Sylvan Way Parsippany, NJ 07054.

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

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