

**THE SWEETARTS CHEWY FUSION INSTANT WIN GAME OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN.**

1. **GAME PERIOD:** The SweetARTS Chewy Fusion Instant Win Game (the “**Game**”) starts at 12:00 a.m. Eastern Time (“**ET**”) on 11/28/21 and ends at 11:59 p.m. ET on 6/30/2022 (the “**Game Period**”).
2. **ELIGIBILITY:** The Game is open only to legal residents of the 50 United States, the District of Columbia and Puerto Rico who are 13 years of age or older as of date of game play. Employees of Ferrara Candy Company (the “**Sponsor**”), Don Jagoda Associates, Inc. (“**Administrator**”) and their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void where prohibited by law. All federal, state and local laws and regulations apply.
3. **HOW TO PLAY:** During the Game Period, visit SweetARTSPromotion.com (“**website**”). Once on the website, you will be able to provide your name and email address and play the on-screen game (“**game play**”). Upon completing game play, you will receive either a winning or losing message. If you receive a winning message you will be prompted to provide your complete information in order to claim a prize. If you do not provide your contact information when prompted, the prize will be unawarded. Limit one (1) game play per person per day. Game plays must be completed by 11:59 p.m. ET on 6/30/2022. Any attempt to play by using multiple/different email addresses, mailing addresses, identities, registrations and logins, or any other methods will void such game plays and that entrant may be disqualified. Use of any automated or computer system to participate online is prohibited and will result in disqualification. Normal phone/Internet access and data/usage charges imposed by your online/phone service may apply. All on-screen wins are subject to verification. All game plays become the property of Sponsor. Receipt of online game plays may be acknowledged, but such acknowledgment does not constitute any representation as to eligibility.
4. **PRIVACY:** Sponsor collects personal information from participants when they play the Game (and for when they may be deemed a winner of the Game) for use in administration of the Game. The information collected is subject to the Privacy Policy located at <https://www.ferrarausa.com/privacy-policy.html>.
5. **VERIFICATION/WINNER NOTIFICATION:** All winners are subject to confirmation, verification of eligibility by Administrator and compliance with these Official Rules in Sponsor’s sole discretion. All material submitted becomes the sole property of the Sponsor and will not be returned. If, due to an error of any kind, more winning names are determined as instant winners, or more instant win prizes are claimed than are intended to be awarded, the intended instant win prize(s) will be awarded in a random drawing from among all verified instant win prize claims received. In no event will the Sponsor be obligated to award more than the stated number of prizes. The potential winner of the travel gift card valued at \$1,300.00 (or parent/legal guardian if a minor in his/her state of residence) will be contacted via email and required to sign and return, a Declaration of Compliance and Liability and Publicity Release (except where prohibited by law) within five (5) days of notification attempt or prize will be forfeited. The remainder of the winners will have their prizes mailed to the addresses provided at the time of registration within 4-6 weeks. Return of any prize as undeliverable will result in disqualification and forfeiture of prize. Prizes won by eligible minors will be awarded to the parent or

legal guardian. Potential winners are subject to verification by Sponsor and/or Sponsor’s designated agents, whose decisions are final and BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

6. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”):

<u>Prize</u>	<u>Quantity</u>	<u>ARV</u>	<u>Odds of Winning</u>
A SweeTARTS prize pack	154	\$2.86	1:295
A Sponsor specified homeshare gift card	24	\$100.00	1:1,875
An instant camera gift set	11	\$139.99	1:4,095
A mini game console	10	\$179.99	1:4,090
A Sponsor specified travel gift card	1	\$1,300.00	1:45,000

All odds of winning a prize are approximate. Any unclaimed prizes will not be awarded. Prizes are nontransferable, non-assignable, and no substitution or cash redemption is allowed, except that Sponsor reserves the right to award an alternate prize of equal or greater value if advertised prizes are unavailable. The ARV of any prize listed is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules, and the date the prize is awarded or redeemed. If the actual purchase price of a prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference. Separate gift card terms and conditions apply. Winners are responsible for all taxes relating to the prize, if applicable. Limit one (1) prize per person.

- 7. GENERAL RULES:** Incomplete, corrupted, mistranscribed or untimely game plays are void and will be disqualified. Sponsor and Administrator are not responsible for lost, late, incomplete, damaged or misdirected game plays/winner notification documents; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer/phone equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of game play will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to register will be deemed to be the entrant. “Authorized account holder” of an email address is the natural person in whose name the email address has been issued. Sponsor reserves the right to cancel, suspend and/or modify the Game, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Game, as determined by Sponsor in its sole discretion, and in the event of cancellation, all claimed prizes will be awarded prior to cancellation and the remainder will go unawarded. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GAME OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW; SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves

the right at its sole discretion to disqualify any individual it finds: to be attempting to tamper with or undermine the Game process, and/or the legitimate operation of the Game; to violate the Official Rules; or, to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Game is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect game plays and (a) modify the Game or suspend the Game to address the impairment and then resume the Game in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes claimed prior to cancellation.

8. **RELEASE OF LIABILITY:** You (or if a minor, your parent/legal guardian) hereby hold the Sponsor, Administrator and each of their respective officers, directors, members, managers, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) harmless from and against any third party claim arising from use of any prize or game play. Participating in the Game constitutes permission to the Sponsor to use a winner’s name, address, and likeness in connection with the administration of the Game only and as otherwise required by law. By participating in the Game, the entrant (or if a minor, his/her parent/legal guardian) agrees that Released Parties will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from game play, the acceptance, possession, use or misuse of prize or component thereof, if applicable, or participation in the Game or participation in any Game related activity. You (or if a minor, your parent/legal guardian) hereby represent and warrant that you have read these Official Rules and are fully familiar with their contents and agree to be bound by them.
9. **GOVERNING LAW:** The Game and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Illinois, without regard to conflicts of law provisions. Entrants (or parent/legal guardian if a minor in his/her state of residence) submit to exclusive personal jurisdiction in Illinois and agree that any dispute shall be brought in the state or federal courts in Illinois. You agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Game or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Illinois; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Game, but in no event attorney’s fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages, whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.
10. **WINNERS:** To receive a Winners List by email, send an email to: winners@dja.com with The SweeTARTS Chewy Fusion Instant Win Game (11-2687-21) Winners as the subject line. Requests must be received by 7/30/2022. Winners List will be sent after prizes have been awarded.
11. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Game is Ferrara Candy Company, Old Post Office 404 W. Harrison St. Suite 650 Chicago, IL 60607. The Administrator of the Game is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, New York 11747.