

Drumstick Ice Cream Social Sweepstakes
Official Rules (the "Rules")

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE SWEEPSTAKES IS VALID IN CANADA ONLY, EXCLUDING THE PROVINCE OF QUEBEC (AND IS OPEN ONLY TO ELIGIBLE PERSONS, AS SPECIFIED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, LLC. Information is being provided to the Sponsor (defined below), not to Instagram, LLC.. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not to Instagram, LLC. Your participation in this Sweepstakes must at all times comply with all applicable Instagram, LLC, terms of service. In the event of any violation of such terms of service, the Sponsor may, in its sole and absolute discretion, disqualify you from the Sweepstakes.

Sweepstakes Period

1. The Drumstick Ice Cream Social Sweepstakes (the "**Sweepstakes**") commences at 12:00:01 AM EST on July 12, 2021 and ends at 11:59:59 PM EST on August 8, 2021 (the "**Sweepstakes Period**"). All entries must be received by 11:59:59 PM EST on August 8, 2021 (the "**Sweepstakes Closing Time**"). Entries submitted after the Sweepstakes Closing Time will not be accepted.

Eligible Persons

2. The Sweepstakes is only open to legal residents of Canada, excluding the Province of Quebec, who have reached the age of majority in their Province or Territory of residence at the time of entry, excluding: (a) employees, directors, officers, representatives and agents of: (i) Nestlé Canada Inc., (the "**Sponsor**"); (ii) Snipp Interactive Inc., the independent Sweepstakes management organization appointed by the Sponsor to administer the Sweepstakes (the "**Sweepstakes Administrator**"); (iii) any affiliates of the Sponsor or the Sweepstakes Administrator; (iv) any of the Sponsor's advertising, promotion and fulfillment agencies involved in the development or execution of the Sweepstakes in any way; and (v) any persons or entities involved in judging the Sweepstakes; and (b) all persons with whom those specified in (a) are domiciled or immediately related. The persons and entities specified in (a) and (b) are referred to collectively herein as the "**Sweepstakes Entities**". For the purposes of these Rules, two people are "immediately related" if one is the husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather or father-in-law of the other. For clarity, groups, clubs, organizations, businesses and commercial and non-commercial entities cannot enter the Sweepstakes.

3. An entrant must meet the eligibility requirements set out in these Rules from the time of entry until the time he/she is confirmed a winner (if he/she becomes a winner).

How To Enter

4. **NO PURCHASE NECESSARY. Purchase is not required to enter the Sweepstakes and will not improve your chances of winning.** Take the following steps during the Sweepstakes Period to receive entries into this Sweepstakes, subject to these Rules, and a chance to win one of the Sweepstakes prizes (the "**Prizes**")

a) If you are entering the Sweepstakes for the first time, you can visit the website at <https://www.madewithnestle.ca/Drumstick-Mini-Moments> ("**Sweepstakes Site**"), and fill out the entry form (the "**Entry Form**") by entering true and accurate information in the required fields (including First Name, Last Name, Street Address, City, State, Zip Code, E-Mail, Phone Number and completing a skill-testing question), and, if you want to earn extra entries via posting on Instagram (see Section 4(c) below), by providing your Instagram handle. Once you have successfully completed the registration form, click "submit" to earn one (1) entry into the Sweepstakes.

b) If you have already registered on the Sweepstakes Site following the instructions set out in Section 4(a) above, you can visit the Sweepstakes Site and enter your email address in the space indicated and click "submit" to earn one (1) entry into the Sweepstakes per such submission.

c) You can also get additional entries into the Sweepstakes by posting on the social media application Instagram LLC. ("**Instagram**"), which requires you to have a valid user account with Instagram to enter. If you do not have an account, registration is free: (visit www.instagram.com) or download either application onto your smart phone or tablet device and follow the onscreen instructions to register. Once you have your own personal Instagram account and if you have already registered on the Sweepstakes Site following the instructions set out in Section 4(a) above, and you have provided your Instagram handle as part of the registration process, you can post on Instagram with the hashtags #DrumstickMiniMoments and #Sweepstakes and also tag @drumstickca on the post (an "**Entry Post**"), to earn one (1) entry into the Sweepstakes per each such Entry Post.

5. If the Instagram account you use to submit your Entry Post is set to "Protected Mode" or is otherwise unavailable to the Sponsor, your Entry Post may not be visible to the Sponsor. Any Entry Post that is not visible to the Sponsor will not constitute an eligible entry in the Sweepstakes. To ensure your Entry Post is visible to the Sponsor, set your Instagram account to public mode. The Releasees shall bear no legal liability, express or implied, in relation to any Entry Posts that are not visible to the Sponsor.

6. Where you use a mobile device to access Instagram, data rates may apply. Please consult with your mobile device service provider regarding rate plans

7. Any available opt-in opportunities are not required to enter this Sweepstakes and checking any opt-in boxes will not improve your chances of winning.

8. Limit of one (1) entry per person per day for entries into the Sweepstakes using the Sweepstakes Site (the "Sweepstakes Site Entries") or by Instagram post (the "Entry Posts") as set out in Section 4(a), 4(b) and 4(c) above), regardless of method of entry. Once an entrant has reached this limit, any additional Sweepstakes Site Entries submitted by an entrant in excess of this limit will be disqualified and will not constitute eligible entries in the Sweepstakes. Further, if any entrant attempts to obtain more than the specified number of entries, the Sponsor may, in its sole and absolute discretion, disqualify the entrant from the Sweepstakes and disqualify all of that entrant's entries.

9. All entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility from any entrant, which proof shall be in the form required by the Sponsor. Failure to provide proof of identity and/or eligibility to the satisfaction of the Sponsor in a timely manner may result in disqualification.

Prizes and Odds of Winning

10. There are a total of eight hundred (800) General Prizes (each, a "**General Prize**") available to be won at the outset of this Sweepstakes. Each General Prize consists of one (1) Product Coupon. The approximate retail value of each General Prize is \$6.99 Canadian dollars (\$6.99 CAD).

11. There is a total of thirty (30) First Prizes (each, a "**First Prize**") available to be won at the outset of this Sweepstakes. Each First Prize consists of one (1) Picnic Blanket. The approximate retail value of each First Prize is \$35.00 Canadian dollars (\$35.00 CAD).

12. There is a total of eighty (80) Second Prizes (each, a "**Second Prize**") available to be won at the outset of this Sweepstakes. Each Second Prize consists of one (1) Beach Towel. The approximate retail value of each Second Prize is \$25.00 Canadian dollars (\$25.00 CAD).

13. There is a total of ninety (90) Third Prizes (each, a "**Third Prize**") available to be won at the outset of this Sweepstakes. Each Third Prize consists of one (1) Baseball Cap. The approximate retail value of each Third Prize is \$20.00 Canadian dollars (\$20.00 CAD).

14. There is a total of two hundred (200) Fourth Prizes (each, a "**Fourth Prize**") available to be won at the outset of this Sweepstakes. Each Fourth Prize consists of one (1) Beach Ball. The approximate retail value of each Fourth Prize is \$5.00 Canadian dollars (\$5.00 CAD).

15. The approximate odds of winning a Prize depends on the total number of eligible entries received by the Sweepstakes Closing Time.

16. Limit of one (1) General Prize, one (1) First Prize, one (1) Second Prize, one (1) Third Prize, OR Fourth Prize per person. Winning a General prize will not disqualify participant from winning First, Second, Third or Fourth Prize. Each potential winner must correctly answer a mathematical skill-testing question to be declared a winner

17. All amounts and costs related to any Prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a Prize, which are not expressly covered by the Sponsor are the responsibility of the individual winner. It is the individual winner's responsibility to understand and abide by any federal, provincial, territorial, local or foreign tax laws that may apply to receipt of a Prize.

18. A person eligible to win a Prize must accept the Prize as awarded and may not transfer such Prize or substitute or exchange for, or apply the Prize's value towards, cash or a higher cost or alternative prize. All Prizes are non-refundable, cannot be replaced if lost or stolen and are provided on an "as is" basis, without any representation or warranty of any kind. The Sponsor reserves the right, in its sole and absolute discretion, to make substitutions of equivalent or greater kind or value in the event of the unavailability of all or part of a Prize or for any other reason whatsoever.

How Prizes are Awarded

19. Two (2) random drawings (a "**Prize Draw**") to award the General Prizes, First Prizes, Second Prizes, Third Prizes and Fourth Prizes subject to these Rules (including the verification and skill-testing question requirements), will be held on or around July 26th 2021 and August 9th 2021, respectively, at approximately 2:00 PM EST in Vancouver, British Columbia, from all eligible Sweepstakes entries received during the Sweepstakes Period. For each of the two (2) drawings, four hundred (400) potential winners will be randomly selected in the Prize Draw for each General Prize available to be won, fifteen (15) potential winners will be randomly selected in the Prize Draw for each First Prize available to be won, forty (40) potential winners will be randomly selected in the Prize Draw for each Second Prize available to be won, forty-five (45) potential winners will be randomly selected in the Prize Draw for each Third Prize available to be won and one hundred (100) potential winners will be randomly selected in the Prize Draw for each Fourth Prize available to be won. The Prize Draw will be conducted by the Sweepstakes Administrator.

20. If, for any reason whatsoever, by the time of the Prize Draw no eligible entries have been received or there is an insufficient number of eligible entries to award all of the Prizes allocated to the Prize Draw, those Prizes will not be awarded.

21. The Sponsor and/or its representatives may respond to Entry Posts or otherwise engage with Sweepstakes participants during the Sweepstakes Period, but such interactions will have no impact on the process through which Prizes are awarded in accordance with these Rules.

22. Within two (2) days of the date on which his/her entry is selected as a potential winner, the potential winner of each Prize will be notified via email, requesting a response from the potential winner via direct message. If the potential winner fails to respond to such email within seventy-two (72) hours, then, at the Sponsor's sole and absolute discretion, that potential winner may be disqualified without liability to the Sponsor. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. After initial contact is made via email, a potential winner must provide contact details including an email address, phone number and physical home address. The potential winner will then receive official notification via email or certified or overnight mail delivery. Through the winner notification process, the potential winner must confirm his/her eligibility and indicate his/her willingness to accept the applicable Prize. No communications will be entered into other than with the potential winners.

Declaration and Release and Skill-Testing Question

23. Before being confirmed as a winner of a Prize, each potential winner must complete and return, within ten (10) days of date of receipt, a Declaration and Release Form (the "**Declaration and Release**"), which (among other things):

(a) confirms compliance with these Rules;

(b) acknowledges acceptance of the Prize as awarded;

(c) releases the Sweepstakes Entities and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all liability in connection with this Sweepstakes, the potential winner's participation therein and the awarding and use/misuse of the Prize or any portion thereof; and

(d) confirms the potential winner's consent to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Sweepstakes and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet.

24. Further, prior to being confirmed as a winner of a Prize, each potential winner must also correctly answer a mathematical skill-testing question contained in the Declaration and Release, without assistance of any kind, whether mechanical, electronic or otherwise.

25. If a potential winner fails to return the properly executed Declaration and Release within the specified time period, the Sponsor may, in its sole and absolute discretion, disqualify the potential winner, thereby forfeiting any and all rights the potential winner may have to the Prize. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules.

26. If a selected potential winner does not meet the eligibility requirements, does not correctly answer the mathematical skill-testing question, does not complete and return the Declaration and Release, is unable or unwilling to accept the Prize as offered or elects to decline the Prize, he/she may be disqualified at the sole and absolute discretion of the Sponsor and an alternate potential winner may be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole

and absolute discretion, subject to these Rules. Any disqualified winner will not receive any alternate prize, substitution or compensation.

27. Upon satisfaction of all requirements of these Rules, including, without limitation, receipt of the completed Declaration and Release, winners will be contacted to make further Prize delivery arrangements.

Privacy

28. The Sponsor respects your right to privacy and works at all times to comply with all applicable data protection and privacy laws. Except as expressly set out in these Rules, in the Sponsor's Privacy Policy (available at <https://www.madewithnestle.ca/privacy-policy>), or as otherwise agreed to by you, any personal information provided in connection with this Sweepstakes will only be collected, used and disclosed by the Sponsor and its third party partners and service providers for the purposes of administering and conducting this Sweepstakes, including, without limitation, verification of eligibility and identity and awarding and delivering Prizes. Please note that personal information provided as part of this Sweepstakes may be collected in, transferred to and processed and stored in jurisdictions outside of Canada. Such information will be subject to the general laws applicable within those jurisdictions, including, without limitation, possible access by regulatory authorities. The Sponsor will not sell, share or otherwise disclose personal information provided in connection with this Sweepstakes to or with third parties or agents, other than to third parties or agents engaged by the Sponsor to fulfill the above purposes or as permitted or required by the applicable laws.

Additional Rules and Restrictions

29. By participating in this Sweepstakes, entrants agree to abide by and be bound by these Rules and the decisions of the Sponsor and the Sweepstakes Administrator, which shall be final and binding on all entrants in all matters relating to this Sweepstakes. In the event an entrant wins a Prize and is later found to be in violation of these Rules, he/she will be required to forfeit the Prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after winner has used the Prize. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the Prize.

30. Proof of sending (regardless of method) is not proof of receipt by the Sponsor or Sweepstakes Administrator. Incomplete, altered, mutilated or garbled entries will be disqualified. The Releasees are not responsible for lost, late, misdirected, garbled, stolen, incomplete, invalid, unintelligible or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, the effects of hackers, the failure of any electronic equipment, computer transmissions and/or network connections or any other reason beyond Sponsor's reasonable control; all of which will be disqualified. The Releasees are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including, without limitation: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Entrants are restricted to use of ordinary and typical computer equipment and internet access use in respect of the Sweepstakes.

31. The Releasees are not responsible for the cancellation or postponement of any component of this Sweepstakes or any associated programs and materials. The Releasees are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes. The Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including, without limitation, errors which may occur in connection with the printing or advertising of this Sweepstakes, these Rules, administration or execution of the Sweepstakes, the conducting of the prize drawing, the cancellation of any element of a Prize, the processing of entries or in the selection or announcement of a Prize or Prize winner.

32. Each entrant must submit an entry and participate in the Sweepstakes on his/her own behalf. Any entry submitted on behalf of another individual, on behalf of a group or organization, or using another person's email address, name or other personal information will be disqualified and ineligible to claim any Prize.

33. Any attempt by any entrant to obtain more than the specified number of entries by using (or attempting to use) multiple names, identities, email addresses, registrations or logins, or by any other means whatsoever, will entitle the Sponsor, in its sole and absolute discretion, to void that entrant's entries and disqualify that entrant from the Sweepstakes. Entries by any means which subvert the entry process will be void. Any Entry Form that is determined by the Sponsor, in its sole and absolute discretion, to have failed to have been fully completed and submitted during the Sweepstakes Period will be rejected. Use (or attempted use) of any automated, macro, script, robotic or other systems or programs to enter or otherwise participate in, subvert or disrupt the Sweepstakes, and any other attempt to manipulate, tamper with or defraud any element of this Sweepstakes, is prohibited and is grounds for disqualification by the Sponsor in its sole and absolute discretion.

34. In the event of a dispute as to any entry, the authorized account holder of the email address included in the Entry Form for that entry will be deemed to be the entrant and he/she must be eligible according to these Rules. The "authorized account

holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned or acknowledged.

35. The sole determinant of the time of receipt of an entry for the purposes of determining the eligibility of that entry shall be the Sponsor or Sweepstakes Administrator's computer or server.

36. By participating in the Sweepstakes, except to the extent prohibited by applicable legislation, each entrant:

(a) consents to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Sweepstakes and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet;

(b) releases and agrees to defend and indemnify the Releasees and Instagram LLC. from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any Prize or participation in prize-related activities (including but not limited to activity related thereto);

(c) agrees not to make any claim against any of the Releasees and Instagram LLC. or against any third party that may result in a claim against any of the Releasees and Instagram LLC., in respect of any matter in any way relating to or arising in connection with the Sweepstakes; and

(d) acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.

37. The Releasees shall not be liable to Prize winners or any other person for failure to supply any Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond the reasonable control of the Releasees.

38. Sponsor reserves the right, to cancel, modify, suspend or terminate the Sweepstakes, to change any Sweepstakes draw dates and to modify these Rules at any time without notice, for any reason, including, without limitation, if, in the opinion of the Sponsor, in its sole and absolute discretion:

(a) fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Sweepstakes;

(b) a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes; or

(c) there is any accident or printing, administrative or other error of any kind related to the Sweepstakes.

In the event of an early termination of the Sweepstakes, Sponsor reserves the right to determine the Prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

39. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Sweepstakes as contemplated in these Rules.

40. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Offer Site or of Instagram pages to participate in the Sweepstakes.

41. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Sweepstakes-related materials, including, but not limited to, the Entry Form, the French version of these Rules and/or point of sale, television, print or online advertising, if any, the terms and conditions of these English Rules shall prevail, govern and control.

42. Except where prohibited by law, by completing the act of entering the Sweepstakes, each entrant agrees that the Sweepstakes, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws, rule or principle that might refer such interpretation to the laws of another jurisdiction). Each entrant irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter related to this Sweepstakes.

43. If any provision of these Rules is determined to be invalid or unenforceable, the remaining provisions of these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

44. Except where prohibited by law, by participating in this Sweepstakes, each entrant agrees that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will entrant be entitled to receive lawyers' fees or other legal costs; and (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

45. A copy of these Rules is available on the Sweepstakes Site. If you have any questions regarding the Sweepstakes, or if you would like a list of the Sweepstakes winners once they are named, please contact the Sponsor through its contact information on the Sweepstakes Site.