

**Nestlé DRUMSTICK® Summer for Good**  
**Official Rules (the “Rules”)**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE CONTEST 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 CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Contest Period**

1. The Nestlé DRUMSTICK® Summer for Good Contest (the “**Contest**”) commences at 12:00:01 AM Eastern Time (“EST”) on August 11, 2022 and ends at 11:59:59 PM EST on September 1, 2022 (the “**Contest Period**”). All entries must be submitted by 11:59:59 PM EST on September 1, 2022 (the “**Contest Closing Time**”). Entries submitted after the Contest Closing Time will not be accepted.

**Eligible Persons**

2. The Contest 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) the independent contest management organization appointed by the Sponsor to administer the Contest (the “**Contest Administrator**”); (iii) any affiliates of the Sponsor or the Contest Administrator; (iv) any of the Sponsor’s advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (v) any persons or entities involved in judging the Contest; 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 “**Contest 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 Contest.

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 Contest and will not improve your chances of winning.**

5. Take the following steps during the applicable Contest Period to receive one (1) entry into this Contest, subject to these Rules, and a chance to win one of the Contest prizes (the “**Prizes**”): visit <https://www.madewithnestle.ca/drumstick/summer-for-good-contest> (the “**Contest Site**”) and follow the onscreen instructions to begin your registration. Complete the registration form (the “**Entry Form**”). As part of the registration, you will also be required to answer a mathematical skill-testing question, which you must answer correctly without any mechanical, electronic or other assistance. Upon successful completion of the Entry Form, you will receive one (1) entry in this Contest.

6. Where you use a mobile device to access the Contest Site, 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 Contest, and checking any opt-in boxes will not improve your chances of winning.

8. Limit of one (1) entry per person for the entire Contest Period, regardless of the email address, telephone number, mailing address or other information provided in the Entry Form. Once an entrant has

reached this limit, any additional entries submitted by an entrant in excess of this limit will be disqualified and will not constitute eligible entries in the Contest. 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 Contest 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 is a total of one (1) Grand Prize (a "**Grand Prize**") available to be won at the outset of this Contest. The Grand Prize consists of: (A) one (1) CAD\$100 prepaid digital card; (B) one (1) Nestlé DRUMSTICK® swag bag comprising of one (1) Nestlé DRUMSTICK® picnic blanket, one (1) Nestlé DRUMSTICK® hat, one (1) Nestlé DRUMSTICK® beach towel and one (1) Nestlé DRUMSTICK® beach ball; (C) Fifty-Two (52) coupons each redeemable for CAD\$7.99 of select Nestlé DRUMSTICK® products, expiring September 30, 2023; and (D) a CAD\$500 donation on the winner's behalf to Kids Help Phone (<https://kidshelpphone.ca/>). The approximate retail value of the Grand Prize is one thousand one hundred and twenty Canadian dollars (\$1,120 CAD). The approximate odds of winning a Grand Prize depend on the total number of eligible entries received by the Contest Closing Time.

11. There are a total of three (3) secondary Prizes (each, a "**Secondary Prize**") available to be won at the outset of this Contest. Each Secondary Prize consists of: (A) one (1) CAD\$100 prepaid digital card; and (B) one (1) Nestlé DRUMSTICK® swag bag comprising of one (1) Nestlé DRUMSTICK® picnic blanket, one (1) Nestlé DRUMSTICK® hat, one (1) Nestlé DRUMSTICK® beach towel and one (1) Nestlé DRUMSTICK® beach ball. The approximate retail value of each Secondary Prize is two hundred and five Canadian dollars (\$205 CAD). The approximate odds of winning a Secondary Prize depend on the total number of eligible entries received during the applicable Weekly Period (as defined below). The total number of Secondary Prizes available to be won will decrease throughout the Contest Period as Secondary Prizes are claimed.

12. There are a total of ninety-six (96) tertiary Prizes (each, a "**Tertiary Prize**") available to be won at the outset of this Contest. Each Tertiary Prize consists of one (1) CAD\$100 prepaid digital card. The approximate retail value of each Tertiary Prize is one hundred Canadian dollars (\$100 CAD). The approximate odds of winning a Tertiary Prize depend on the total number of eligible entries received during the applicable Weekly Period (as defined below). The total number of Tertiary Prizes available to be won will decrease throughout the Contest Period as Tertiary Prizes are claimed.

13. Limit of one (1) Prize per person, per household.

14. 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.

15. 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**

16. A random draw (a “**Grand Prize Draw**”) to award the Grand Prize, subject to these Rules (including the verification and skill-testing question requirements), will be held on September 6, 2022 at approximately 2:00 PM EST in Toronto, Ontario from all eligible Contest entries received during the Contest Period. One (1) potential winner will be randomly selected in the Grand Prize Draw for the Grand Prize available to be won. The Grand Prize Draw will be conducted by the Contest Administrator.

17. One (1) Secondary Prize will be available to be won in respect of each week during the Contest Period (each, a “**Weekly Period**”), for a total of three (3) Secondary Prizes. For clarity, the first Weekly Period shall run from 12:00:01 AM EST on August 11, 2022 to 11:59:59 PM EST on August 17, 2022, the second Weekly Period shall run from 12:00:01 AM EST on August 18, 2022 to 11:59:59 PM EST on August 24, 2022, and the last Weekly Period shall run from 12:00:01 AM EST on August 25, 2022 to 11:59:59 PM EST on September 1, 2022.

18. A random draw (a “**Secondary Prize Draw**”) to award each Secondary Prize, subject to these Rules (including the verification and skill-testing question requirements), will be held on the Tuesday following the end of the Weekly Period for which that Secondary Prize is being awarded, at approximately 2:00 PM EST in Toronto, Ontario, from all eligible Contest entries received during that Weekly Period. For clarity, the first Secondary Prize Draw will take place on August 23, 2022. One (1) potential winner will be randomly selected in each Secondary Prize Draw. Each Secondary Prize Draw will be conducted by the Contest Administrator. Entries submitted in one Weekly Period will not be carried over to any subsequent Weekly Periods.

19. Thirty-Two (32) Tertiary Prizes will be available to be won in respect of each Weekly Period, for a total of ninety-six (96) Tertiary Prizes.

20. A random draw (a “**Tertiary Prize Draw**”) to award each Tertiary Prize, subject to these Rules (including the verification and skill-testing question requirements), will be held on the Tuesday following the end of the Weekly Period for which that Tertiary Prize is being awarded, at approximately 2:00 PM EST in Toronto, Ontario, from all eligible Contest entries received during that Weekly Period. For clarity, the first Tertiary Prize Draw will take place on August 23, 2022. One (1) potential winner will be randomly selected in each Tertiary Prize Draw. Each Tertiary Prize Draw will be conducted by the Contest Administrator. Entries submitted in one Weekly Period will not be carried over to any subsequent Weekly Periods.

21. If, for any reason whatsoever, by the time of a Grand Prize Draw or Secondary Prize Draw or Tertiary Prize Draw (collectively, the “**Prize Draws**”) no eligible entries have been received or there is an insufficient number of eligible entries to award all of the Prizes allocated to that Prize Draw, any unawarded Prizes will be awarded during the next applicable Prize Draw. This process will be repeated until all Prizes for the Contest are awarded. If, for any reason whatsoever, any Prizes are not awarded following the completion of the final Prize Draw, those Prizes will not be awarded.

22. The Sponsor and/or its representatives may engage with Contest participants during the Contest Period, but such interactions will have no impact on the process through which Prizes are awarded in accordance with these Rules.

23. Each potential winner of a Prize will be notified initially by email beginning within five (5) days of the date on which his/her entry was selected as a potential winner. If the Contest Administrator is unsuccessful in its attempts to reach and speak directly with a potential winner by email after three (3) attempts over a seven (7) day period to the email address listed in that potential winner’s Entry Form, 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. Through the winner notification process, the potential winner must confirm his/her eligibility and indicate his/her willingness to accept the applicable Prize. The potential

winner will then receive official notification via email or certified or overnight mail delivery. No communications will be entered into other than with the potential winners.

### **Declaration and Release and Skill-Testing Question**

24. 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 Contest 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 Contest, 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 Contest 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.

25. Further, prior to being confirmed as a winner of a Prize, each potential winner must also have correctly answered the mathematical skill-testing question contained in the Entry Form, without assistance of any kind, whether mechanical, electronic or otherwise.

26. 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.

27. 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.

28. 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**

29. 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 Contest 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 Contest, including, without limitation, verification of eligibility and identity and awarding and

delivering Prizes. Please note that personal information provided as part of this Contest 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 Contest 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**

30. By participating in this Contest, entrants agree to abide by and be bound by these Rules and the decisions of the Sponsor and the Contest Administrator, which shall be final and binding on all entrants in all matters relating to this Contest. 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.

31. Proof of sending (regardless of method) is not proof of receipt by the Sponsor or Contest 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 Contest, 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 Contest. Entrants are restricted to use of ordinary and typical computer equipment and internet access use in respect of the Contest.

32. The Releasees are not responsible for the cancellation or postponement of any component of this Contest 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 Contest. The Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including, without limitation, errors which may occur in connection with the printing or advertising of this Contest, these Rules, administration or execution of the Contest, 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.

33. Each entrant must submit an entry and participate in the Contest 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.

34. 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 Contest. 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 Contest 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 Contest, and any other attempt to manipulate, tamper with or defraud any element of this Contest, is prohibited and is grounds for disqualification by the Sponsor in its sole and absolute discretion.

35. 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.

36. 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 Contest Administrator's computer or server.

37. By participating in the Contest, 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 Contest 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 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 Contest, 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, or against any third party that may result in a claim against any of the Releasees, in respect of any matter in any way relating to or arising in connection with the Contest; 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.

38. 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.

39. Sponsor reserves the right to cancel, modify, suspend or terminate the Contest, to change any Contest 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 Contest;

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

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

In the event of an early termination of the Contest, 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.

40. 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 Contest as contemplated in these Rules.

41. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Contest Site to participate in the Contest or use the Contest Site.
42. 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 Contest-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, the terms and conditions of these English Rules shall prevail, govern and control.
43. Except where prohibited by law, by completing the act of entering the Contest, each entrant agrees that the Contest, 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 Contest.
44. 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.
45. Except where prohibited by law, by participating in this Contest, 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 Contest, 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.
46. A copy of these Rules is available on the Website. If you have any questions regarding the Contest, or if you would like a list of the Contest winners once they are named, please contact the Sponsor through its contact information on the Contest Site.
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