

**Unwrap Gametime Contest**  
**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 (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 Unwrap Gametime Contest (the “**Contest**”) commences at 12:00:01 AM Eastern Time (“ET”) on January 1, 2022 and ends at 11:59:59 PM ET on April 30, 2022 (the “**Contest Period**”). All entries must be submitted by 11:59:59 PM ET on April 30, 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, who have reached the age of majority in their province of residence, 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) the National Hockey League (“**NHL**”), NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities collectively, the “**NHL Entities**”); (iv) any affiliates or subsidiaries of the Sponsor, the Contest Administrator or the NHL Entities; (v) any of the Sponsor’s or the NHL Entities’ advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (vi) 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. There are two (2) ways to participate in the Contest: by purchasing an eligible product and submitting your “Receipt” (as defined below), or by submitting a “No Purchase Entry” (as described below). To enter via either method of entry, take the following steps during the Contest Period to receive one (1) entry into this Contest, subject to these Rules, and a chance to win one (1) of the Contest prizes (each a “**Prize**”, collectively the “**Prizes**” as further described below):

- a) **Purchase Entry.** To enter by making a purchase (a “**Purchase Entry**”), you must purchase one (1) of the qualifying Sponsor products from a retailer in Canada during the Contest Period; A qualifying product must be purchased to receive an entry. A list of qualifying products is shown in **Exhibit A** (each, a “**Qualifying Product**”). Once you have purchased a Qualifying Product, retain and scan your purchase Receipt. Your scanned Receipt must show the retailer from whom the purchase was made, the date, and the Qualifying Product (“**Receipt**”). Visit the Contest website at [www.unwrapgametime.ca](http://www.unwrapgametime.ca) (the “**Website**”) and follow the onscreen instructions to submit your Receipt, and register on the Website, if you have not done so previously, together with information

including by providing your name, email address, phone number, address, city, province and postal code. Once you have submitted your Receipt, the Contest Administrator will review it for compliance with these Rules, which decision is subject to further review in accordance with these Rules. If the Receipt is verified, you will: (1) receive one (1) grand prize entry (a “**Grand Prize Entry**”); and (2) be entered in the Instant Win game (“**Game**”) that is part of the Contest (an “**Instant Win Entry**”), for a chance to win an Instant Win Prize, subject to further conditions (See Rule 19).

**Entry Limit.** Limit of one (1) Purchase Entry per person per day. For purposes of these Rules, a ‘day’ is defined as any twenty-four (24) hour period during the Contest Period beginning at 12:00:01 AM ET and ending at 11:59:59 PM ET. Each Receipt qualifies as one (1) Purchase Entry, regardless of the number of Qualifying Products on any one (1) Receipt and regardless of the email address, telephone number, or other information provided in the entry form. Once a Receipt has been submitted, any additional entries using such Receipt 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.

**Important Note:** You must keep your original Receipt(s). The Sponsor or the Contest Administrator may request to see it to verify that you are eligible to participate in the Contest. If you are unable to produce your original Receipt on request by the Sponsor or Contest Administrator, you may be disqualified, in the sole and absolute discretion of the Sponsor or Contest Administrator, and if disqualified, will forfeit any right to claim a Prize.

**b) No Purchase Entry.** To enter without making a purchase (a “**No Purchase Entry**”, and together with a Purchase Entry, an “**Entry**”), visit [madewithnestle.ca/Unwrap\\_AMOE](https://madewithnestle.ca/Unwrap_AMOE) and follow the onscreen instructions to begin your registration. You will be required to submit a minimum one hundred fifty (150)-word essay on why you would like to win the Grand Prize of a Stanley Cup® experience and provide information including your name, email address, phone number, address, city, province and postal code. Upon successful completion, you will receive one (1) Grand Prize Entry and one (1) Instant Win Entry.

**c) Limit of one (1) Entry per person per day regardless of method of entry.**

6. By participating through either method of entry, you agree to these Rules and to the decisions of the Sponsor and Contest Administrator, which are final and binding in all respects.

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

8. 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.

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, including without limitation the original Receipt submitted with a Purchase Entry, 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 two (2) classes of Prizes available to be won at the outset of this Contest, instant win prizes (each an “**Instant Win Prize**”) and one (1) grand prize (the “**Grand Prize**”) (collectively “**Prizes**”).

11. One (1) Grand Prize will be awarded during the Contest Period. The Grand Prize consists of: two (2) tickets to the 2022 Stanley Cup® Final (\$1,000 CAD), round trip economy class flights for the winner and one (1) guest to the host city as determined by the NHL from a major airport in Canada, two (2) nights’ accommodation (one (1) room, double occupancy), in a hotel to be selected by the Sponsor (the “**Hotel**”),

local ground transportation to/from destination airport and Hotel (\$8,500 CAD), five-hundred Canadian dollars in spending money (\$500 CAD), two (2) signed Limited Edition NHL® jerseys, the opportunity to receive an NHL® experience and KITKAT® swag consisting of two (2) jerseys, two (2) t-shirts, and two (2) pairs of socks (\$500 CAD). The approximate retail value of the Grand Prize is ten thousand Canadian dollars (\$10,000 CAD). No difference between the actual and approximate Grand Prize value will be provided. The approximate odds of winning the Grand Prize depend on the total number of eligible entries received by the Contest Closing Time. Winner and guest must abide by all venue policies and event/game ticket terms and conditions including any rules or regulations related to Covid-19. Sponsor and the NHL Entities reserve the right to revoke the full or partial prize from the winner or winner's guest who it or venue personnel deem, in their sole discretion, may be intoxicated, be a safety risk, have violated any venue policy or law, or may bring the Sponsor or the NHL Entities into disrepute.

12. There are a total of 119 Instant Win Prizes available to be won at the outset of this Contest, falling into eight (8) Instant Win Prize categories (each a “**Category**”). The Categories, the number of Instant Win Prizes available in each at the outset of this Contest, and the approximate retail values of each are:

NHLShop.ca eGift Cards: (Total: \$4,250 CAD)

50 x \$25 CAD NHLShop.ca eGift Card

20 x \$50 CAD NHLShop.ca eGift Card

20 x \$100 CAD NHLShop.ca eGift Card

Premium branded swag: (Total: \$650 CAD)

5 x KITKAT Snow Tube (\$30 - \$100 CAD)

5 x AERO Hoodie (\$30 - \$60 CAD)

5 x SMARTIES Hockey Bag (\$30 - \$100 CAD)

5 x COFFEE CRISP Blanket (\$30 - \$80 CAD)

Standard swag: (Total: \$100 CAD)

9 x KITKAT Socks (\$10 - \$15)

**Total Instant Win Prizes: 119**

13. All Instant Win Prizes will be awarded based on random computer-generated Winning Times. The approximate odds of winning an Instant Win Prize depend on the randomly-generated Winning Times (defined below), the number of eligible entries received and the times at which those entries are received.

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 stated as covered by the Sponsor in these Rules 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. The NHLShop.ca eGift Cards are subject to terms and conditions.

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.

16. Without limiting the foregoing, the following conditions apply to the Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable or convertible to cash (no substitutions except at Sponsor's option); (ii) all travel related to the Grand Prize must occur within the dates specified by the Sponsor unless Sponsor substitutes alternate dates (otherwise the Grand Prize will be forfeited in its entirety); (iii) the winner and his/her travel companion must: (a) travel on same itinerary; (b) have all necessary documentation to permit travel to the United States (e.g. a valid passport); and (c) not have any barrier to entry into the United States or return to Canada; (iv) the costs of everything not specifically stated above as included in the Grand Prize are the sole responsibility of the winner and his/her travel companion, including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for winner and his/her travel companion to and from a major Canadian airport; additional transportation while in host city; excess baggage fees; and items of a personal nature (NOTE: winner may be required to present a valid major credit card in winner's name at the time of hotel check-in to cover any incidental expenses); (v) if the winner (and/or his/her travel companion) does not utilize any part(s) of the Grand Prize, then any such part(s) not utilized will be forfeited in its entirety and nothing will be substituted in its place; (vi) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (vii) all travel arrangements relating to the Grand Prize must be made through the Sponsor or its designated agents; (viii) by accepting the Grand Prize, the winner agrees to waive all recourse against the Releasees (defined below) if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part, including, without limitation, if the 2022 Stanley Cup® Final is delayed, postponed, or cancelled for any reason; (ix) the winner's travel companion must sign and return the Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Releasees relating to their participation in the Grand Prize (including, without limitation, any travel related thereto); (x) the winner's travel companion must be over the age of majority in his/her province/territory of residence, unless the travel companion is the child/legal ward of winner; (xi) all airline tickets are subject to availability at the time of booking; and (xiii) neither Sponsor nor any of its Prize suppliers will replace any lost or stolen tickets.

## **How Prizes are Awarded**

### **Grand Prize:**

17. 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 or around May 5, 2022 at approximately 2:00 PM ET in Toronto, Canada 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.

18. The potential winner of the Grand 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 communicate directly with a potential winner by email after three (3) attempts over a three (3)-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.

### **Instant Win Prize:**

19. One hundred and nineteen (119) random computer-generated date and time combinations along with the applicable prize Category will be generated and selected at the outset of this Contest using a computerized randomizer program for each Instant Win Prize available to be won (each, a **“Winning Time”**). The first eligible Instant Win Entry to be received following each random computer-generated Winning Time will receive the applicable Instant Win Prize message and corresponding fulfillment instructions. Limit one (1) Instant Win Prize per person . If at the end of the Contest Period there are any unawarded or unclaimed Instant Win Prizes, the Sponsor reserves the right, in its sole and absolute discretion to award such Instant Win Prizes through a random draw from amongst all eligible Purchase Entries and No Purchase Entries, at a date beyond the Contest Period.

20. If due to production, online, internet, computer or other error of any kind, more Instant Win Prizes, in any Category, are claimed than intended to be distributed or awarded according to these Rules, then, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid Prize claims and/or conduct a random draw from amongst all eligible Prize claimants to award the correct number of Instant Win Prizes in each Category. In no event will the Sponsor be liable for more than the number of Instant Win Prizes in any Category as stated in these Rules.

21. The Sponsor and/or its representatives may respond to entrants or otherwise 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.

22. **Instant Win Prize Notification:** Upon submitting a valid Entry you will be informed via email whether you have been selected as a potential Instant Win Prize Winner, and each such selected entrant will be required to :

- (a) answer a mathematical skill-testing question before being confirmed an Instant Win Prize Winner. All Instant Win Prize message emails will include a link to a form to complete this skill-testing question to complete the winner confirmation process.

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

23. Before being confirmed as a winner of the Grand Prize, the potential Grand Prize 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 Grand 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.

24. Further, prior to being confirmed as a winner of the Grand Prize, each potential winner must also correctly answer a mathematical skill-testing question, which may be contained in the Declaration and Release at the discretion of the Sponsor, 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 Grand Prize. In the event of such a disqualification, 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.

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.

28. Please allow six (6) to eight (8) weeks for delivery of any Prize.

### **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, subject to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable. 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 Entry or Receipt (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 or winner selection, 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, viral or bacterial outbreaks, pandemics, epidemics or similar events, 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, subject only to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable, 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. Subject only to the jurisdiction of the Régie des alcools, des courses et des jeux where applicable, 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 Website to participate in the Contest or use the Website.

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. For Quebec residents, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

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 Website. *NHL, the NHL Shield and the word mark and image of the Stanley Cup are registered trademarks and the Stanley Cup Final logo is a trademark of the National Hockey League. © NHL 2021. All Rights Reserved. Nestlé trademarks are owned by Société des Produits Nestlé S.A., Vevey, Switzerland and used under license. ©2021 Nestlé.*

#### EXHIBIT A.

Format	SKU Description	UPC
CELLO	AERO Milk Minis 135g	059800300780
CELLO	AERO Peppermint Minis 135g	059800300803
CELLO	AERO TRUFFLE Nanaimo Bar 135g	059800749213
CELLO	AERO TRUFFLE Salted Caramel Fudge 135g	059800749190
CELLO	COFFEE CRISP MINIS NHL 180g	059800501385
CELLO	KIT KAT Minis Cello NHL 180g	059800504522
CELLO	KIT KAT Minis Cello 380g	059800504539
CELLO	KITKAT CHUNKY Minis Cello Cookies & Cream 170g	059800115780
CELLO	KITKAT CHUNKY Minis Cello 160g	059800306058
CELLO	ROLO Mini Cello 203g	059800304764
CELLO	SMARTIES NHL Large Pouch 203g	059800000734
CELLO	SMARTIES Buncha Pouch 180g	059800749329
CELLO	SMARTIES Canada Limited Edition 400g	59800511353
CELLO	SMARTIES Ocean Edition 400g	059800490900
CELLO	TURTLES Mini Original 142g	059800482783
KING SIZE	AERO King Size 63g	059800990158
KING SIZE	AERO Peppermint King 63g	59800300681
KING SIZE	COFFEE CRISP King Size 2 pc 75g	059800000598
KING SIZE	KIT KAT King 73g	059800516419
KING SIZE	KITKAT Chunky King 85g	059800749145
KING SIZE	SMARTIES King 75g	059800505734
SINGLE BARS	AERO Dark & Milk 42g	59800100151
SINGLE BARS	AERO Gold 42g	59800846448
SINGLE BARS	AERO Milk Regular 42g	59800000116
SINGLE BARS	AERO Peppermint 41g	59800523110
SINGLE BARS	AERO White Bar 42g	59800490856

SINGLE BARS	COFFEE CRISP Double Double 50g	59800301848
SINGLE BARS	COFFEE CRISP Regular 48's 50g	59800000215
SINGLE BARS	COFFEE CRISP Thins 36g	59800504737
SINGLE BARS	CRUNCH Regular 44g	59800131803
SINGLE BARS	KIT KAT 4 Finger 45g	59800000031
SINGLE BARS	KIT KAT 4 Finger Dark 70% 41g	59800849302
SINGLE BARS	KIT KAT 4F Gold 45g	59800511346
SINGLE BARS	KIT KAT CKY Popcorn 48g	59800000710
SINGLE BARS	KITKAT CHUNKY Caramel 55g	59800511308
SINGLE BARS	KITKAT CHUNKY Cookie Dough 52g	59800511322
SINGLE BARS	KITKAT CHUNKY Milk 49g	59800201711
SINGLE BARS	MIRAGE Regular 41g	59800000758
SINGLE BARS	ROLO 10 Pieces Tube 52g	59800200806
SINGLE BARS	SMARTIES Regular 45g	59800000604
SINGLE BARS	TURTLES Original Bar 50g	59800215909