

THE FERRERO BUTTERFINGER TURN YOURSELF IN SWEEPSTAKES
OFFICIAL RULES

MANY WILL ENTER, ONE WILL WIN. NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM THE PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Ferrero Butterfingert Turn Yourself In Sweepstakes ("Sweepstakes") is sponsored by Ferrero U.S.A., Inc. ("Sponsor"), 7 Sylvan Way, Parsippany, NJ 07054, and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on September 1, 2021 at 12:00 PM Eastern Time ("ET") and ends on November 8, 2021 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least thirteen (13) years old at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit Butterfingercasefiles.com ("Website") and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Entrant must then follow the on-screen prompts to upload a selfie photograph ("Photo"). Entrant may then use the provided templates and stickers to turn his/her Photo into a mugshot ("Mugshot"). Upon the successful submission of the registration information and Mugshot, an entrant will receive one (1) entry into the Sweepstakes. **All Photos and Mugshots must comply with the Photo Guidelines outlined below and must be reviewed prior to receiving an entry.**

Entry Limit: There is a limit of one (1) entry per person per day. If more than one (1) entry per day is received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win the prize. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on September 1, 2021 when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET.

PHOTO GUIDELINES AND REQUIREMENTS Each Photo and Mugshot must comply with the

following:

- Must comply with these Official Rules;
- Must be in one of the following formats: .JPEG, .JPG, .GIF, or .PNG;
- Must not exceed 10 MB;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- Must not include any personally identifiable information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, with respect to the Sponsor's trademarks, entrant a limited license to use for purposes of this Sweepstakes;
- Must not have been submitted previously in a promotion, sweepstakes, or contest of any kind and has not been exhibited or distributed currently or previously in any media;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - iii. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Photo was created.

Entrant must have approval from any persons appearing in the Photo and be able to provide express written consent of every such person appearing in the Photo to Sponsor and/or Administrator if requested.

NOTE: If any Photo or Mugshot fails to comply with any of these Photo Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, but is not obligated, to disqualify the entrant.

PHOTOS POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF

SPONSOR IN ANY MANNER. Any entrant who incorporates any intellectual property owned by a third party into his/her Photo does so at his/her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on any Sweepstakes-related website, including the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Photo infringes upon the rights of another person and/or receives a legally valid request to remove the affected Photo from any Sweepstakes-related website because of such infringement, such Photo may be disqualified from the Sweepstakes, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive the prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Photo has been or can be sufficiently cleared for legal purposes and such entrant eligibility is verified. Each person who enters this Sweepstakes represents and warrants as follows: (i) the Photo is the entrant's own original; (ii) the Photo has not been previously published; (iii) the Photo has not won previous awards; (iv) the Photo does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (v) the Photo does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (vi) entrant has obtained permission from any person whose name, likeness or voice is used in the Photo; and (vii) the Photo does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Sweepstakes Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Photo and Mugshot, entrant hereby grants permission for the Photo and Mugshot to be publicly posted, at Sponsor's sole discretion. By submitting a Photo and Mugshot, entrant grants Sponsor an unlimited, worldwide, royalty-free, irrevocable, perpetual, license and right to publish, use, publicly perform and display the Photo and Mugshot in whole or in part, in any way, in any and all media, without limitation, and without consideration to the entrant, for promotional or marketing purposes. The Sweepstakes Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries, Photos— all of which will be void. Sponsor reserves the right to disqualify any entrant and/or Photo or Mugshot in its sole and absolute discretion.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

Additional Sweepstakes Entries: An entrant may earn up to a total of five (5) additional entries via the following methods once the mugshot submission has been approved:

- A. Share Via Social: During the Sweepstakes Period, an entrant may obtain additional entries by following the instructions on the Website and set forth below to share his/her Mugshot on Facebook and/or Twitter. Upon clicking the buttons to share the Sweepstakes, a message with a unique link will be posted to the entrant's choice of his/her Facebook Wall or Twitter Feed ("Invitation Post"). To obtain additional entries, an entrant's Facebook "Friend" or Twitter "Follower" must click on the unique link in the Invitation Post and complete and submit the registration information requested, upload a Photo, create a Mugshot, and enter the Sweepstakes. Upon the Friend's successful entry into the Sweepstakes, the original entrant will receive one (1) entry into the Sweepstakes. An

entrant will receive one (1) entry for each Friend or Follower who enters the Sweepstakes by following the unique link in his/her Invitation Post.

- B. Share Via E-Mail: During the Sweepstakes Period, an entrant may obtain additional entries by following the links and instructions to share the Sweepstakes via e-mail. Upon clicking the buttons to share the Sweepstakes, a message with a unique link will be e-mailed to entrant who may then share with entrant's friends via e-mail ("Invitation E-Mail"). Entrant's friend must click the unique link and complete and submit the registration information requested, upload a Photo, and create a Mugshot. Upon the entrant's friend's successful entry into the Sweepstakes, the original entrant will receive one (1) entry into the Sweepstakes. An entrant will receive one (1) entry for each e-mail friend who enters the Sweepstakes by following the unique link in his/her Invitation E-Mail.

Limit: An entrant may earn up to five (5) additional entries total during the Sweepstakes Period.

- 4. **RANDOM DRAWING:** On or around November 9, 2021, the Administrator will randomly select one (1) potential winner from all eligible entries received. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. **PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**

- A. **Prize (1):** The prize is \$25,000 ("Prize"). No more than one (1) Prize will be available in the Sweepstakes. The ARV of the Prize is \$25,000.

- B. **Odds of Winning:** The odds of winning the Prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.

- C. **General Conditions:** There is a limit of one (1) prize per person. In no event will more than one (1) Prize, be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received.

- 6. **HOW TO CLAIM THE PRIZE:** The potential winner is subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winner via e-mail at the e-mail address provided at the time of registration. The potential winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of the winner's right to claim his/her Prize, and may result in the Prize being awarded to an alternate winner, if time permits. If the potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, the Prize may be forfeited. If the Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded. Upon verification of eligibility, the winner will be contacted to make arrangements for Prize fulfillment. Prize will be fulfilled 6 -8 weeks after winner verification. Any portion of the Prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes

for his/her Prize won. Sponsor will issue an IRS Form 1099-MISC for the winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Prize will only be awarded to a verified winner.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of the winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. A Prize that is unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prize is non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute the Prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of the winner in a manner it deems fair and reasonable, including the selection of the winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE NEW YORK COUNTY, NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

9. PRIVACY: Sponsor's privacy policy is available at <https://www.ferreronorthamerica.com/privacy-policy>.

10. PUBLICITY RIGHTS: By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winner may be required to provide proof of identification and eligibility as required by Sponsor or

Administrator In the event of a dispute as to the identity of the winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNER LIST: For the name of the winner, interested individuals should mail a self-addressed stamped business envelope to: Winner List, - The Ferrero Butterfinger Turn Yourself In Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than January 8, 2022.

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

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