

NESTLÉ AERO “BUBBLE TO YOUR OWN BEAT” 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 Nestlé AERO BUBBLE TO YOUR OWN BEAT Contest (the “**Contest**”) commences at 12:00:01 AM Eastern Time (“ET”) on January 08, 2024, and ends at 11:59:59 PM ET on March 31, 2024 (the “**Contest Period**”). All entries must be submitted by 11:59:59 PM ET on March 31, 2024 (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 or Territory of residence at the time of entry, excluding: (a) employees, directors, officers, representatives and agents of: (a) (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, if applicable; 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 [http:// www.aerobubblebeat.ca](http://www.aerobubblebeat.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 and mailing address. You will also be required to provide the answer to a mathematical skill-testing question (without any mechanical, electronic, or other assistance): 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 receive one (1) prize entry (a “**Prize Entry**”).

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, visit <https://www.madewithnestle.ca/aerobubblebeatamoe> and follow the onscreen instructions to begin your registration. You will be required to submit a minimum 150-word original essay on “Do you prefer a smooth melting or crunchy chocolate bar and why?” and provide information including your name, email address, phone number, and postal code. You will also be required to provide the answer to a mathematical skill-testing question (without any mechanical, electronic or other assistance). You will receive one (1) Prize Entry. Limit of one (1) No Purchase Entry per day.

Each Receipt constitutes one (1) Entry into the Contest regardless of the number of qualifying products purchased on one (1) Receipt. Limit of one (1) Prize per person. Limit of one (1) Entry per day and four (4) Entries total per person for the duration of the Contest regardless of the 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 five hundred and fifty (550) Prizes available to be won at the outset of this Contest; one hundred and fifty (150) grand prize As (each a “**Grand Prize A**”), two hundred (200) grand prize Bs (each a “**Grand Prize B**”), one hundred (100) second prize As (each a “**Second Prize A**”), and one hundred second prize Bs (each a “**Second Prize B**”, and together with the Grand Prize As, the Grand Prize Bs and the Second Prize As, the “**Prizes**”).

11. The following Prizes will be awarded during the Contest Period:

One hundred and fifty (150) Grand Prize As each Grand Prize A consisting of: a one (1) year Spotify Premium Subscription (\$132.00 CAD/ea).

Two hundred (200) Grand Prize Bs each Grand Prize B consisting of: one (1) JBL 710BT Noise-Cancelling Headphones (\$119.65 CAD/ea)

One hundred (100) Second Prize As each Secondary Prize A consisting of: one (1) set of Ultra Earbuds (\$32.46 CAD/ea)

One hundred (100) Second Prize Bs each Secondary Prize B consisting of: one (1) pair of Minute Speakers (\$30.89 CAD/ea)

The approximate odds of winning any Prize depend on the total number of eligible entries received by the Contest Closing Time. 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.

12. 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

13. A random draw (a “**Prize Draw**”) to award all Prizes, subject to these Rules (including the verification and skill-testing question requirements), will be held on or around April 03, 2024, at approximately 2:00 PM ET in Michigan, USA from all eligible Contest entries received during the Contest Period. Five hundred and fifty (550) potential winners will be randomly selected in the Prize Draw for the Prizes available to be won. The Prize Draw will be conducted by the Contest Administrator.

14. 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.

Declaration and Release and Skill-Testing Question

15. Upon satisfaction of all requirements of these Rules, including, without limitation, winners will be contacted (via the winner confirmation email address: aero-winner@snippmail.com) to make further Prize delivery arrangements.

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

Privacy

17. 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. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

Additional Rules and Restrictions

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Sponsor reserves the right, 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

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.

EXHIBIT A.

Qualifying Products Table.

UPC Code	Family Name	Product Family ID	UPC Description	Weight	Price
59800301909	AERO	AERO	AERO Truffle Tiramisu Bar	105g	\$3.29
59800511032	AERO	AERO	AERO Truffle Black Forest Cake Bar	105g	\$3.29
59800511025	AERO	AERO	AERO Truffle Chocolate Mousse Bar	105g	\$3.29
59800749176	AERO	AERO	AERO Truffle Nanaimo Bar	105g	\$3.29
59800745949	AERO	AERO	AERO Truffle Brownie Bar	105g	\$3.29
59800750516	AERO	AERO	AERO Truffle Salted Caramel Fudge Bar	105g	\$3.29
59800499330	AERO	AERO	AERO Milk Chocolate Bar	97g	\$3.29
59800501293	AERO	AERO	AERO Milk Chocolate Peppermint Bar	95g	\$3.29
59800748919	KITKAT	KITKAT	KITKAT Salted Goopy Caramel Bar	112g	\$3.29
59800749381	KITKAT	KITKAT	KITKAT Cookie Dough Bar	111g	\$3.29
59800511261	KITKAT	KITKAT	KITKAT Cookie Crumble Bar	120g	\$3.29
59800511278	KITKAT	KITKAT	KITKAT Hazelnut Crunch Bar	120g	\$3.29
59800511247	KITKAT	KITKAT	KITKAT Caramel Crisp Bar	120g	\$3.29
59800511254	KITKAT	KITKAT	KITKAT Classic Milk Chocolate Bar	120g	\$3.29
59800749497	CRUNCH	CRUNCH	CRUNCH Milk Chocolate Bar	100g	\$3.29