

**Kinder Joy Family Sweepstakes  
Official Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. THE “KINDER JOY FAMILY SWEEPSTAKES” IS SPONSORED BY FERRERO U.S.A., INC., 7 SYLVAN WAY, 4TH FLOOR, PARSIPPANY, NEW JERSEY 07054.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES AND OTHER ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. ELIGIBILITY:** The Kinder Joy Family Sweepstakes (“Sweepstakes”) is open only to legal residents of the fifty (50) United States (or D.C.) who are at least eighteen (18) years of age or older as of time/date of entry. Employees, officers and directors of Ferrero U.S.A., Inc. (“Sponsor”), Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Sweepstakes Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a prize. Additionally, employees, officers, and directors of Buena Vista Theatrical Group Ltd. or Ringling Bros. – Barnum & Bailey Combined Shows, Inc., or any of their respective parent entities, affiliates, or subsidiaries; their immediate family members; and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law, rule or regulation or where bonding, registration, or other requirements would be required but have not been met, or where the methods of entry set forth below would be deemed consideration. All federal, state, and local laws and regulations apply. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Sweepstakes, selection of the winners, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects. This Sweepstakes is in no way sponsored, endorsed, or administered by The Walt Disney Company, Buena Vista Theatrical Group Ltd., or any of their respective parent entities, affiliates, or subsidiaries (the foregoing entities, collectively, “Disney”); or by Ringling Bros. – Barnum & Bailey Combined Shows, Inc., or any of its parent entities, affiliates, or subsidiaries (the foregoing entities, collectively, “Ringling”). Neither Disney nor Ringling has any responsibility or liability in respect of the Sweepstakes, any prize awarded or activity conducted in connection therewith, or these Official Rules.
- 2. TIMING:** The Sweepstakes begins at 12:00 p.m. Eastern Time (“ET”) on October 15, 2024 and ends at 11:59:59 a.m. ET on January 25, 2025 (the “Promotion Period”). The designated computer clock of the Administrator is the official time-keeping device in the Sweepstakes.
- 3. HOW TO ENTER:** During the Promotion Period, visit [Kinderjoysweeps.com/ice](https://www.kinderjoysweeps.com/ice) (“Website”) either directly or by scanning a QR code and complete and submit an official entry form, including your full name, address (no P.O. Boxes), email address and date of birth. You will receive one (1) entry into the Sweepstakes, subject to the limit below. On subsequent days, you may simply log in with your email address.

The Sweepstakes Parties are not responsible for technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions, or difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: You may enter one (1) time per person per day during the Promotion Period. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Winners may be required to show proof of being the registered account holders. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. All entrants submitting materials/content as part of the Sweepstakes will be non-exclusively licensing (with the unlimited right to sublicense) to Sweepstakes Parties the right to use such materials, and the related images (including entrant's name and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third-party liability or obligations.

4. **SWEEPSTAKES DRAWING:** There will be five (5) potential winners selected in this Sweepstakes, via a random drawing on or about January 28, 2025, from among all eligible entries received in accordance with these Official Rules.
5. **ODDS:** Odds of winning a Sweepstakes prize depend on the total number of eligible entries received during the Promotion Period.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winners will be notified via email using the information provided during entry in a commercially reasonable time after the drawing. The Sweepstakes Parties are not responsible for and shall not be liable for false, incorrect, changed, incomplete or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon sending of an email. If a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit the prize and an alternate winner may be selected from among all remaining eligible entries. If any potential winner's notification is undeliverable, and/or the potential winner is otherwise noncompliant, the applicable potential winner will be disqualified and an alternate will be selected (up to three (3) alternates, after which the prize will remain un-awarded). A potential winner becomes a "Winner" only after verification of eligibility by Sponsor.

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winner(s) of the advertised number of prizes available may be

selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

**7. PRIZES/PRIZE RESTRICTIONS:** The prizes to be awarded in this Sweepstakes are:

**FIVE (5) PRIZES:** Each Prize consists of a set of four (4) tickets to a "Disney On Ice" Show, and Character Experience. Winners will be notified by Sponsor with further instructions via email and issued a ticket voucher from Ringling which entitles the winner(s) to select up to four (4) tickets for a "Disney On Ice" Show in the continental United States (blackout dates and other restrictions may apply). Each ticket voucher is valid for redemption up to eighteen (18) months following the date of issuance. Terms and conditions of tickets apply. Winner shall be responsible for any and all travel and lodging expenses related to attendance at and travel to the show/experience, including, without limitation, expenses related to air travel, transportation to and from the venue, hotels, and parking, as well as all expenses with respect to meals, concessions, and souvenirs, all of which are not included in any Prize. Seat locations and all other Prize details shall be determined by Sponsor and Ringling, in their sole discretion. Approximate Retail Value ("ARV") of each Prize is: \$460.

The actual value of the Prize may vary depending on price/rate fluctuations. If the actual value of the prize is less than the stated ARV, the difference will not be awarded. Sponsor shall not be responsible for any cancellations, postponement, re-scheduling, delays, diversions or substitution or any act or omissions whatsoever by venue operators, prize providers, or any other persons providing any services or prize components. Sponsor and prize provider reserve the right to structure visit and event in their sole and absolute discretion. All aspects of the prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The winner must use the tickets when designated by Sponsor or the prize may be forfeited and an alternate randomly selected winner chosen. No refund or compensation will be made in the event of the cancellation, postponement, re-scheduling, or delay of any prize event or opportunity, or for any expense incurred or for any change to any other prize element as a consequence of delay, postponement, re-scheduling, or cancellation, except at the sole and absolute discretion of Sponsor.

Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and Ringling's rules and restrictions, and in the event that Sponsor is unable to provide a winner with a prize, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Each winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize received, regardless of whether they, in whole or in part, are used. The ARV of the prize is based on available information provided to Sponsor and the value of any prize awarded to a winner will be reported for tax purposes, as required by law. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize will be awarded. The total ARV of all of the prizes awarded in this Sweepstakes is \$2,300. The Sweepstakes Parties are not responsible for and winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Prizes will be fulfilled within approximately 6-8 weeks after the end of the Sweepstakes. Limit of one (1) prize per person and per household.

- 8. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s) to the winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning entrant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
- 9. CONDUCT:** The Sweepstakes Parties, Disney, and Ringling are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.
- 10. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties, Disney, and Ringling assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission,

interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prize, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prize from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.

- 11. RELEASES:** All entrants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties, and each of their affiliates and subsidiaries, respective directors, officers, employees, agents, successors and assigns; Disney and the directors, officers, employees, agents, successors and assigns of each entity constituting Disney; and Ringling and the directors, officers, employees, agents, successors and assigns of each entity constituting Ringling (collectively, the "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) any one or more of the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property, (iv) entrant's registration material on any related website, (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize, or (vi) any cancellation, postponement, or re-scheduling of all or any part of an event, attraction, performance, or experience to which a prize may relate.
- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF REVENUE, LOST PROFITS, DATA LOSS, AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN

DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.ferreronorthamerica.com/privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein or therein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. WINNERS LIST:** To receive the names of the prize winners, send a #10 self-addressed, stamped envelope for receipt by April 4, 2025 to: Kinder Joy Sweepstakes - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** Ferrero U.S.A., Inc., 7 Sylvan Way, 4th Floor, Parsippany, NJ 07054. Reference to third parties (including Disney and Ringling) in these Official Rules or in connection with prizes and/or third-party websites or services, are for reference and identification purposes only and not intended to suggest endorsement or sponsorship of, or affiliation with, Sponsor, Administrator, or the Sweepstakes.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.

