

NERDS® GUMMY CLUSTERS® MOVIE GIFT CARD PROMOTION

OFFER TERMS & CONDITIONS AND CONTEST RULES (“RULES”)

INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED TO PARTICIPATE. THIS PROGRAM IS NOT COMBINABLE OR VALID WITH COUPONS, VOUCHERS OR ANY OTHER PROMOTION OR OFFER.

1) PROMOTION OVERVIEW

- a) **Promotion Sponsor:** The promotion sponsor is Ferrara Candy Company, 745 Thurlow Street, Vancouver, BC, V6E 0C5 (“**Sponsor**”).
- b) **Promotion Period:** Begins 12:00:00 AM EST, May 1, 2025, and ends 11:59:59 PM ET, July 25, 2025 (“**Promotion Period**”). The sole determinant of time for the purposes of this Promotion, including receipt of a valid entry, will be the Promotion computer servers.
- c) **Description:** The NERDS Gummy Clusters Movie Gift Card Promotion (“**Promotion**”) includes:
 - **Gift-with-Purchase Offer:** Eligible Participants who purchase \$10.00 CAD or more (before tax and delivery charges, and after discounts) of NERDS Gummy Clusters 142g products during the Promotion Period and submit valid proof of purchase by July 25, 2025, 11:59:59 PM ET (“**Submission Deadline**”), can claim one of 6,000 available rewards.
 - o **Reward:** \$10.00 CAD Cineplex® digital gift card (“**Reward**”), awarded on a first-come, first-served basis while supplies last.
 - **Contest:** Every \$1.00 (before tax and delivery charges, and after discounts) spent on eligible purchases earns one (1) contest entry (“**Entry**”) for a chance to win one of three (3) Grand Prizes (“**Contest**”). A no-purchase entry option is also available.
 - o **Grand Prize:** Each Grand Prize consists of one (1) \$500 Cineplex® digital gift card, 60 x NERDS Gummy Clusters Candy Rainbow (142g) and 60 x NERDS Gummy Clusters Candy Berry (142g). ARV of each Grand Prize is \$1,000 CAD (“**Grand Prize**”).

By participating in this Promotion, you are acknowledging that you have read and agree to be legally bound by these Rules and accept the Sponsor’s Privacy Policy, found at <https://www.ferrara.com/privacy-policy.html>.

- 2) **ELIGIBILITY:** To participate in this Promotion, you must be an eligible participant (“**Eligible Participant**”), defined as a person who: (i) is a legal resident of Canada; (ii) resides in Canada; (iii) is 18 years or older or has reached the legal age of majority in their province/territory of residence at the time of Submission (see Section 7b); and (iv) has a unique, different, and valid e-mail account. Specifically excluded from participating in the promotion are: (i) employees, officers, directors, agents, and representatives of the Sponsor and their respective subsidiaries, affiliates, and advertising or promotion agencies (“**Agency Partners**”); and (ii) a member of any such person’s immediate family (regardless of where they live) or persons with whom they are domiciled (whether related to the person or not). In these Rules, “immediate family” includes mother, father, brothers, sisters, sons, daughters, partner or legal or common-law spouse. Groups, clubs, organizations, businesses, and commercial/non-commercial entities cannot participate.

- 3) **ELIGIBLE PURCHASES:** An eligible purchase (“**Purchase**”) consists of a valid purchase of \$10 or more (as determined at the sole discretion of Sponsor or an Agency Partner) of any NERDS Gummy Clusters Candy (142g) product (“**Participating Product**”) purchased during the Promotion Period at a participating location – including retail stores, movie theatres or an authorized website located in Canada (“**Participating Locations**”).
- 4) **LIMITS:** You can use only one (1) email address and one (1) residential address to participate. Limit of two (2) Rewards, sixty (60) Contest Entries, and one (1) Prize per person, per email address and per residential address.
- 5) **GRAND PRIZE WINNER DRAW:** Grand Prize winners for the three (3) available prizes will be randomly drawn from all eligible Contest Entries received during the Promotion Period on August 15, 2025, at approximately 12:00 PM EST in Toronto, ON. Odds of winning the Grand Prize will depend on the total number of eligible Entries received during the Promotion Period.
- 6) **HOW TO PARTICIPATE:**
- a) **REGISTRATION:** Before you are eligible to participate you must complete the registration process (“**Registration Process**”) by visiting <https://nerdsmovieoffer.ca> (“**Promotion Website**”) during the Promotion Period and completing all required fields within the registration form (the “**Registration Form**”), including your first and last name, your complete residential mailing address, a valid email address, and by checking the box to confirm that you are entering the promotion in compliance with these Rules and in agreement with the Sponsor’s Privacy Policy (available at <https://www.ferrara.com/privacy-policy.html>) (“**Register**”). Next, you will receive a registration confirmation email (“**Registration Confirmation Email**”) that includes instructions to click the appropriate button/link to complete your registration (become a “**Registered Participant**”) and return to the Promotion Website in a logged-in state. At this point, if your internet browser and device settings permit it, a cookie will be set so you will not need to take further actions to access the website on future visits (“**Login Cookie**”).
- **LOG OUT:** If you are using a computer or mobile device that is shared by other people, before leaving the Promotion Website, press the Log Out button/link from the main website menu. This will delete the Login Cookie and ensure others will not have access to your personal profile (“**Log Out**”). You will need to follow the login instructions detailed below when returning to the Promotion Website.
 - **LOG IN:** You will need to log in to the Promotion Website by entering your email if the Login Cookie was not set within your internet browser during registration, if it has since been deleted from your internet browser, if you logged out after your last visit, or if you visit from a different device or browser. In this case, a login link (“**Login Link**”) should be requested by entering the email address used to register for the Promotion at the Login Page – linked to from the main website menu – and following the instructions delivered by email to click the appropriate button/link to return to the Promotion Website in a logged-in state (“**Log In**”).
- b) **WITH-PURCHASE SUBMISSIONS (GIFT WITH PURCHASE OFFER & CONTEST CONTEST):** To claim a Reward and earn a Contest Entry with-purchase, you must submit proof that you have purchased \$10.00 (before tax and delivery charges, and after discounts) of Participating Products from Participating Locations. Proof of purchase consists of either a photo of an original

transaction receipt or online purchase delivery or order pick-up confirmation record, depending upon purchase channel (“**Proof of Purchase**”) and additional details related to your purchase at the Promotion Website before the Submission Deadline (“**Submission**”). Purchases can be earned across multiple transactions and combined, however, each Proof of Purchase must be submitted individually as part of a separate Submission.

i) **Submission Elements:** There are three (3) elements that, when submitted together, constitute a Submission:

- **PROOF OF PURCHASE:** A photo of an original Proof of Purchase document showing all four corners or delivery/order pick-up confirmation record for online purchases. Photocopies or scanned copies of retail receipts and screenshots from online stores will not be accepted – an original photograph of your receipt or complete online purchase transaction record is required. Acceptable file formats for retail receipt photos are JPEG, PNG, or HEIC; The only acceptable file format for online purchase records is PDF.
- **RETAILER SELECTION:** Your selection from the available drop-down menu of the retailer from where your purchase of Participating Products was made (“**Retailer Selection**”).
- **PARTICIPATING PRODUCTS COUNT:** Your selection from the available drop-down menu of the flavour and quantity of Participating Products found on the Proof of Purchase document (“**Participating Products Count**”).

ii) **Making a Submission:** During the Purchase Period, make an Eligible Purchase and, before the Submission Deadline, either:

- **For Store purchases,** take a photo of your original cash register sales receipt (the “**Receipt**”) showing the retailer’s name and location, transaction date & time, the Participating Products purchased – including the product description and unit price – and transaction subtotal and total dollar amount. Photocopies or scanned copies of store receipts will not be accepted – an original photograph of your receipt is required. Acceptable file formats for retail receipt photos are JPEG, PNG or HEIC.

or,

- **For Online Retailer purchases,** download and/or save your order delivery record or pick-up confirmation record (the “**Order Confirmation**”) showing the retailer’s name, transaction date & time, the Participating Products purchased – including the product description and unit price – and transaction subtotal and total dollar amount. The only acceptable file format for online purchase records is PDF – screenshots of online purchases will not be accepted.

NOTE REGARDING ONLINE RETAILER PURCHASES: Confirmation records for not-yet-shipped orders or requests for delivery or pick-up of placed orders is not sufficient to constitute a qualifying Proof of Purchase. Only confirmed delivery records or order pick-up confirmation records will satisfy the requirements for a qualifying Proof of Purchase. **NOTE: The shipping address and/or customer address associated with an online purchase must match that of the Registered Participant submitting the Proof of**

Purchase. If the addresses do not match, the Submission will be marked as invalid, and no Purchase Credit(s) will be awarded.

Next, when in a logged-in state at the Promotion Website, click on the appropriate button/link found on your Profile page or from the navigation menu to arrive at the entry page (“**Entry Page**”) and upload your Proof of Purchase. If necessary, upload a second image of your Proof of Purchase showing the backside, additional page, or alternative view by clicking the appropriate link/button. **DO NOT ADD MORE THAN ONE PROOF OF PURCHASE DOCUMENT TO A SINGLE SUBMISSION. IF YOU HAVE MULTIPLE RECEIPTS OR ONLINE TRANSACTION RECORDS TO SUBMIT, CREATE A NEW SUBMISSION FOR EACH.** Then, select the retailer from whom you made the purchase, and the flavour and number of Participating Products included on the Proof of Purchase from the drop-down menus provided and click the “Review” button to review the image(s)/file(s) uploaded and the details selected. You then have the option to “Edit” (remove, add, or replace an image/file and/or adjust the details selected). Once satisfied the image(s)/file(s) uploaded and information provided meet the requirements of a valid Submission, press the “Submit” button to complete your Submission.

You will receive a submission confirmation email (a “**Submission Confirmation Email**”) for each Submission you make. This email will include a unique submission number (a “**Submission Number**”) for reference. It is your sole responsibility to check your inbox, spam or junk folders or any other folder that your email provider may push emails to for notification emails from (or on behalf of) the Sponsor.

Your profile page will be updated to reflect the details of your Submission, including the Submission Number, date of Submission and the Proof of Purchase image(s) submitted.

Each Submission will then be reviewed by the Sponsor to confirm it is eligible and to determine if you have earned a Reward and how many Contest Entries were earned (see Section 8).

The Sponsor, its affiliates and their respective officers, directors, agents, representatives, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Submissions and/or other information (all of which is void).

IMPORTANT: YOU MUST KEEP YOUR ORIGINAL PROOF OF PURCHASE. The Sponsor reserves the right to request from you the original proof of purchase used for the purposes of this Promotion and/or additional supporting images or information (including Participating Product images) for further verification purposes at any time and for any reason. A failure to provide the original proof of purchase or additional documentation/information to the Sponsor within the timeline specified by the Sponsor may result in disqualification at the Sponsor’s sole and absolute discretion.

c) ENTRY WITHOUT PURCHASE:

To enter the Contest without purchase you must submit a No-Purchase Entry Request (defined below) in accordance with the steps below.

- i) First, during the Promotion Period, you must visit the Contest Website, login as a Registered User and request a one-time use No-Purchase Entry Personal Identification Number (“NPE PIN”) on <https://nerdsmovieoffer.ca/no-purchase-entry> to receive a unique NPE PIN. The

NPE PIN will be displayed on-screen and sent by email to your email address used during the Registration Process, along with instructions for completing your No-Purchase Entry Request (defined below).

- ii) Next, you must hand-print on a plain white piece of paper:
 - a. the Contest name, as defined in these Rules;
 - b. your full name;
 - c. the email address you used to become a Registered User
 - d. The date you are completing your No-Purchase Entry Request;
 - e. one (1) unique NPE PIN; and
 - f. one (1) unique handwritten original (not photocopied) 50-word (minimum) essay on, *“Why you like Nerds Gummy Clusters”* (an “Essay”);

Collectively the elements above form your “No-Purchase Entry Request”.

- iii) Finally, during a Submission Period, you must enclose your No-Purchase Entry Request in a separate envelope bearing sufficient Canadian postage and mail it to: Attn: Nerds Gummy Clusters Movie Gift Card Contest, 307-290 Caldari Road, Vaughan, ON L4K 4J4 (the “**Contest Address**”). No-Purchase Entry Requests must be received and processed during a Submission Period. Only one No-Purchase Entry Request will be accepted per envelope. If more than one No-Purchase Entry Request is enclosed in a single envelope, only one will be reviewed and processed for Entry consideration, the others will be destroyed without review. All No-Purchase Entries must be received before 11.59pm ET on August 8, 2025, to be entered to the grand prize draw.
- iv) No-Purchase Entry Requests must contain an original Essay, a valid and unique NPE PIN and must be enclosed and arrive at the Address within a Submission Period to be eligible for one (1) Entry. Each Essay can be used only once. Each NPE PIN can be used only once. Any No-Purchase Entry Request with duplicate Essays or NPE PINs will be marked invalid. Simply requesting an NPE PIN does not constitute an Entry. Only once a No Purchase Entry Request has been reviewed for compliance with these Rules and deemed valid by the Administrator, acting in its sole and absolute discretion, will you receive one (1) Entry. Once your No-Purchase Entry Request has been reviewed, you will be informed by email as to the status – either “Valid” (if it qualifies you for an Entry) or “Invalid” (if it does not qualify you for an Entry). If your No-Purchase Entry Request is invalid, you will be informed as to why it does not qualify.

To be eligible, all content and materials associated with your Entry must: (i) be submitted and received in accordance with these Rules; (ii) include all required components and materials noted above; and (iii) be in accordance with these Rules (all as determined by the Sponsor in its sole and absolute discretion). Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

If you believe the decision made with respect to a With-Purchase Entry or a No-Purchase Entry was made in error, follow the instructions provided in the related email message to contact the Administrator’s support team. All support requests will be reviewed and replied to in a timely manner. If it is determined that a Submission was marked as invalid in error, the decision may be changed, at the sole and absolute discretion of the Administrator.

- d) SUBMISSION REVIEW, REWARD QUALIFICATION & CONTEST ENTRIES:** Each Submission will be reviewed for eligibility within two (2) business days from the time of submission (a “**Submission Review**”). There are two (2) possible outcomes of a Submission Review – “Accepted” or “Rejected”.

Your Profile page will always reflect the current state of each Submission.

All information related to the Promotion, including, Eligible Purchases, Receipts, Submissions, is subject to verification by the Sponsor at any time and for any reason. Among other things, the Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification).

- e) REWARD DELIVERY:** For each Reward you qualify for, a distinct email will be delivered including redemption/use instructions and a link to claim your digital Cineplex® gift card.

***NOTE:** A participant will receive a \$10.00 CAD Cineplex® digital gift card for every \$10.00 (before tax and delivery and after discounts) spent on Participating Products to a maximum of 2 Rewards. If a participant submits Proof of Purchase sufficient to qualify to earn two (2) Rewards, the participant will receive two (2) emails, each with a unique link to a \$10.00 CAD Cineplex® digital gift card.*

To redeem your Cineplex® digital gift card, you must complete the following steps:

- (1) Click on the unique link provided within your specific reward email, where you will be taken to a webpage that contains your \$10.00 CAD electronic Cineplex® gift card;
- (2) Select one (1) of the following options:
 - i. Print the Cineplex® digital gift card and present your printed sheet with your next purchase at any participating Cineplex® location in Canada, or;
 - ii. Bookmark the webpage in your mobile device browser and/or present a downloaded PDF to an associate at the time of your next purchase at a participating Cineplex® location in Canada.

Your Cineplex® digital gift card is subject to the terms and conditions imposed by the issuer, cannot be exchanged for cash (unless required by law), other gift cards or otherwise, and must be accepted as awarded without substitution and is not transferable or for resale and has no cash surrender value. If a purchase exceeds the value of the Cineplex® digital gift card, you will be responsible for any amount due which is over the \$10.00 CAD value of the Cineplex® digital gift card (or the available balance at the time of purchase), including applicable taxes. If any purchase does not exceed the Cineplex® digital gift card value, the remaining available balance will not be paid to you but will remain on the Cineplex® digital gift card.

It is your sole responsibility to check your e-mail account for all email communications, including (but not limited to) checking his/her inbox, spam, junk folders and any other folder that his/her email provider may push emails to. The Released Parties (as defined below) do not assume any

responsibility and are not responsible for electronic communications (including without limitation emails) which are undeliverable for any reason, including (but not limited to) any form of active or passive filtering of any kind or insufficient space in a participant's mailbox to receive e-mail messages, or other communications. It is also your sole responsibility to ensure that no one else prints, downloads, or utilizes your Cineplex® digital gift card. If your registered Cineplex® digital gift card is lost, stolen, or destroyed, it cannot be replaced.

- 7) LIMITATION OF LIABILITY:** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU. By participating in the Promotion, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Released Parties and Cineplex Entertainment LP, and its affiliates (collectively, "Cineplex") from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees arising from participation in the Promotion, or the acceptance, possession, use or misuse or enjoyment of any Reward or Grand Prize.

Neither the Released Parties nor Cineplex will not be liable for: (i) any failure of any website(s) or platform(s); (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Submissions or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in this Promotion; (v) anyone being incorrectly and/or mistakenly identified as eligible to receive a Reward or Grand Prize; (vi) lost, stolen or damaged Rewards or Grand Prizes; and/or (vii) any combination of the above.

- 8) GENERAL CONDITIONS:** This Promotion is subject to all applicable federal, provincial, and municipal laws. All Submissions become the property of the Sponsor. The decisions of Sponsor with respect to all aspects of this Promotion are final and binding on all participants without right of appeal.

If you have any questions regarding the promotion, please visit the website at <https://nerdsmovieoffer.ca>, check the FAQ webpage and/or contact Consumer Support at <https://nerdsmovieoffer.ca/support>.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Promotion (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of Sponsor that interferes with the proper conduct of this Promotion as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Promotion, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

The Reward and Grand Prize must be accepted as awarded without representation, warranty or guarantee of any kind, and cannot be replaced if lost or stolen. No substitution, conversion to cash, or transfer of the Reward and Grand Prize is permitted except that Sponsor may substitute the Reward and Grand Prize or a component of the Reward and Grand Prize with an item of equal or greater value (based on the approximate retail value of the Reward and Grand Prize as stated in the Rules), if the Reward or Grand Prize or a component of the Reward or Grand Prize cannot be awarded as described for any reason. The Reward and Grand Prize winners are solely responsible for all costs not expressly described as included herein. By accepting the Reward or Grand Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Reward or Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

None of the Released Parties or Cineplex make any representation or offers any warranty, express or implied, as to the quality, merchantability or fitness of the Reward and Grand Prize or a component thereof awarded in connection with the Promotion. To the fullest extent permitted by applicable law, the confirmed winners understand and acknowledge that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor, any of the Released Parties or Cineplex should the Reward or Grand Prize or any portion thereof fails to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Reward or Grand Prize, the confirmed winners agree to waive all recourse against the Released Parties and Cineplex if the Reward or Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

The personal information collected will only be used by Sponsor and its authorized agents for the purpose of Reward and Grand Prize fulfillment and administration of this Promotion, unless otherwise authorized by the participant, and in accordance with Sponsor's Privacy Policy (available at: <https://www.ferrara.com/privacy-policy.html>).

Sponsor's failure to enforce any provision of these Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

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