

NERDS® GUMMY CLUSTERS® FOOTBALL FRENZY CONTEST 2025

CONTEST RULES (“OFFICIAL 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 Contest OR OFFER.

1) Contest OVERVIEW

- a) **Contest Sponsor:** The Contest sponsor is Ferrara Candy Company, 745 Thurlow Street, Vancouver, BC, V6E 0C5 (“**Sponsor**”).
- b) **Contest Period:** Begins 12:00:00 AM EST, November 3, 2025, and ends 11:59:59 PM ET, January 22, 2026 (“**Contest Period**”). The sole determinant of time for the purposes of this Contest, including receipt of a valid entry, will be Sponsor’s computer servers.
- c) **Description:** The NERDS Gummy Clusters Football Frenzy Contest 2025 (“**Contest**”) includes two parts:
 - i) **Instant Win Contest:** Eligible participants who complete the Contest registration process will earn one (1) chance to win an Instant Win Prize (defined below) by participating in a digital Field Goal Game (a “**Kick**”). Participants can increase their number of Kicks by purchasing NERDS Gummy Clusters 142g or 85g products (“**Participating Products**”) during the Contest Period and submit valid proof of purchase by January 22, 2025, 11:59:59 PM ET. Each Participating Product purchased will provide one (1) Kick to play the Field Goal Game, with a maximum of sixty-one (61) Kicks available per person. An alternate, no-purchase method to claim Kicks is also available – see section 6c.
 - **Instant Win Prize:** There will be one hundred (100) instant win prizes (each valued at \$50 CAD) to be won during the Contest Period. Each Instant Win Prize will be available to be won at randomly selected time during the Contest Period. The first Kick to be played after a time associated with a Prize will win an Instant Win Prize. Only one Instant Win Prize can be won per person and per email address. Sponsor has the right to disqualify a potential winner if the participant has been confirmed as an Instant Win Prize for a previous Kick. Kicks are not transferable to another person or another email address under any circumstances. If a participant has been qualified as a Field Goal Game Winner, any and all other unplayed Kicks available to them will get deactivated and marked as void. The participant will be ineligible to earn future Kicks; however, they will still be eligible to earn Grand Prize & Secondary Prize Draw Entries up to the maximum limit allowed to all participants.
 - ii) **Grand Prize & Secondary Prize Contest (“Prize Draw”):** Eligible participants who have completed the Contest registration process will receive one (1) Prize Draw entry (“**Entry**”). Participants can increase their number of Entries by purchasing NERDS Gummy Clusters 142g or 85g products during the Contest Period and submitting valid proof of purchase by January 22, 2025, 11:59:59 PM ET. Each valid product will provide one (1) Entry to the Prize Draw with a maximum of sixty-one (61) Entries per person. An alternate, no-purchase entry method is also available – see section 6c.

In addition, participants can visit the official social media account of the Nerds brand at [nerdscandy_canada](#) (“Nerds Social Media Account”) and follow the instructions written in the captions section and claim ten (10) additional entries to the Prize Draw. Participants must have their own social media account and be obliged by all the other rules of the above social media platform.

- **Grand Prize:** The one (1) available Grand Prize consists of one (1) x Ultimate Watch Party (ARV \$15,000). This includes: One (1) x Sound System, one (1) x 75” QLED TV, one (1) x Leather Sectional, one (1) x \$2000 Retailer gift card, one (1) x branded mini fridge, Ten (10) x NERDS football jerseys.
- **Secondary Prize:** There are three (3) Secondary Prizes available, each with an average retail value (“ARV”) of \$3,500 CAD. This includes one (1) x \$2,500 CAD Best Buy gift card, one (1) x \$500 CAD Grocer gift card, two (2) x NERDS football jerseys, and NERDS Gummy Cluster products with total ARV of \$250 CAD.

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

- 2) **ELIGIBILITY:** To participate in this Contest, 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 6b); and (iv) has a unique, different, and valid e-mail account. Specifically excluded from participating in the Contest are: (i) employees, officers, directors, agents, and representatives of the Sponsor and their respective subsidiaries, affiliates, and advertising or Contest 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 (as determined at the sole discretion of Sponsor or an Agency Partner) of any NERDS Gummy Clusters Candy (142g and 85g) product (“**Participating Product**”) purchased during the Contest Period at a participating location – including retail stores, pharmacies, Convenience stores and Gas Stations or an authorized website of those retailers located in Canada (“**Participating Locations**”).
- 4) **LIMITS:** You can use only one (1) email address and one (1) residential address to participate. Limit of sixty-one (61) Kicks, one (1) Instant Win Prize, sixty-one (61) Contest Entries, and one (1) Grand Prize or one (1) Secondary Prize per person, per email address and per residential address.
- 5) **FINAL DRAW:** One (1) Grand Prize winner and three (3) Secondary Prize winners will be randomly drawn from all eligible Contest Entries received during the Contest Period on January 26th, 2026, at approximately 1:00 PM EST in Toronto, ON. Odds of winning the Grand Prize or a Secondary prize depends on the total number of eligible Entries received during the Contest Period.

6) HOW TO PARTICIPATE:

a) **REGISTRATION:** No purchase necessary. A purchase does not increase your chances of winning. Before you are eligible to participate you must complete the registration process ("**Registration Process**") by visiting <https://NerdsFootballFrenzy.com> ("**Contest Website**") during the Contest 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 Contest in compliance with these Official 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 Contest 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 Contest 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 Contest Website.
- **LOG IN:** You will need to log in to the Contest 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 Contest 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 Contest Website in a logged-in state ("**Log In**").
- **Upon completing the registration:** Once the full registration process is completed and you have accessed your profile, you will receive one (1) Kick to play in the Instant Win Contest and one (1) Entry to the Prize Draw.

b) **WITH-PURCHASE SUBMISSIONS (INSTANT WIN CONTEST AND GRAND DRAW CONTEST):**

To claim a Kick and a Grand Draw Entry with-purchase, you must submit proof that you have purchased at least one Participating Products from a Participating Location. Proof of Purchase consists of either a photo of an original retail 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 Contest Website before the Submission Deadline ("**Submission**"). 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 delivery or pick-up confirmation record is required. If you have a retail receipt emailed to yourself instead of a printed receipt for an in-person purchase at a retailer, please attach a screenshot of the full email capturing the sender and receiver email addresses as well. 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 specific product(s) and quantity of each Participating Product 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.

Next, when in a logged-in state at the Contest 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. In the event of a dispute regarding the identity of an entrant, Submissions will be deemed to have been submitted by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the entry to be confirmed a winner.

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 eligibility and to determine the number of Kicks and Prize Draw Entries to be awarded.

The Sponsor, its affiliates, related companies, 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. Proof of Submission (screenshots or captures, etc.) or attempted Submission does not constitute proof of delivery or receipt by the Contest computers or Sponsor. The Sponsor reserves the right to request from you the original proof of purchase used for the purposes of this Contest 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 following:

- i) First, during the Contest 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**”) at <https://NerdsFootballFrenzy.com/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, also defined here:

- ii) Next, you must hand-print on a plain white piece of paper:
 - a. The Contest name, as defined in these Official 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) 150-word (minimum) essay describing your favourite Football related experience and what made it memorable (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 an envelope bearing sufficient Canadian postage and mail it to: Attn: Nerds Gummy Clusters Football Frenzy Contest, 379 Adelaide Street West, 2nd Floor, Toronto ON M5V 1S5 (the **“Contest Address”**). No-Purchase Entry Requests must be received and processed during the Contest Period to be eligible. 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.
- iv) No-Purchase Entry Requests must contain an original Essay, a valid and unique NPE PIN and must be enclosed and arrive at the Contest Address during the Contest Period to be eligible for one (1) Kick and one (1) Prize Draw 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 a Kick or a Prize Draw Entry. Only once a No Purchase Entry Request has been reviewed for compliance with these Official Rules and deemed eligible by the Administrator will you receive one (1) Kick and one (1) Prize Draw 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) or **“Invalid”** (if 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 Official Rules; (ii) include all required components and materials noted above; and (iii) be in accordance with these Official 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. No Purchase Entries will be treated the same as Purchase Entries for all purposes of this Contest, including eligibility, entry limits, odds of winning, and prize distribution.

- d) **SUBMISSION REVIEW & 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 Contest, 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).

7) **WINNER SELECTION, QUALIFICATION & PRIZE FULFILLMENT**

- a) **INSTANT WIN PRIZING:** When a participant wins the Field Goal Game and becomes a Potential Winner, they will be asked to complete a Mathematical Skill Testing Question and accept a Declaration and Release form. Only by completing the Skill testing question correctly and accepting the Declaration and Release form before January 22, 2026, 11:59:59PM ET will a potential winner become a Confirmed Instant Win Prize Winner (“**Field Goal Game Winner**”).

Once a participant becomes a Field Goal Game Winner, a distinct email will be delivered including redemption/use instructions and a link to claim the Prize.

Any unclaimed Instant Win Prizes after January 22, 2026, 11:59:59PM ET will be forfeited. Those forfeited Instant Win Prizes will be added to Final Draw. During the Prize Draw, an equal number of alternate participants will be chosen for these unclaimed Instant Win Prizes from the pool of remaining eligible non-winning Entries, and the process for notification and qualification will be repeated for the newly selected entrant. This redraw process will continue until a qualified winner is confirmed for the Prize or, at the sole discretion of the Sponsor, the Prize remains unawarded.

NOTE: A Field Goal Game Winner will receive a \$50.00 CAD retail gift card from a randomly selected vendor. Limited to one (1) gift card per person, and per email address.

To redeem your digital retail gift card, you must follow the instructions provided along with it.

Your digital retail 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. When using these digital retail gift cards, if a purchase exceeds the value of the digital gift card, you will be responsible for any amount due which is over the \$50.00 CAD value of the digital retail gift card (or the available balance at the time of purchase), including applicable taxes. If any purchase does not exceed the digital retail gift card value, the remaining available balance will not be paid to you but will remain on the digital retail gift card. Each digital retail gift card will have its own Terms and Conditions set out by the vendor. You are obliged to follow the relevant instructions set out by the vendor of the digital retail gift card you received.

It is your sole responsibility to check your e-mail account for all email communications, including (but not limited to) checking the inbox, spam, junk folders and any other folder that your 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 digital retail gift card. If your digital retail gift card is lost, stolen, or destroyed, it cannot be replaced.

- b) GRAND PRIZE AND SECONDARY PRIZES:** Once 4 entries are chosen for the potential winner of the Grand Prize and the Secondary Prizes at the Final Draw, participants of those entries will receive an email within 24 hours informing them as Potential Winners and with instructions to complete a Mathematical Skill Testing Question and accept a Declaration and Release form. Only by completing the Skill testing question correctly and accepting the Declaration and Release form within three (3) business days will a potential winner become a Confirmed Grand Prize winner or one of the three (3) Secondary Prize winners.

Failure to complete any of the above requirements within the three (3) business day period will result in disqualification of the selected Entry and the associated Prize will be forfeited by that entrant. In such a case, an alternate Entry will be randomly selected from the pool of remaining eligible non-winning Entries, and the process for notification and qualification will be repeated for the entrant associated with that Entry. This redraw process will continue until a qualified winner is confirmed for the Prize or, at the sole discretion of the Sponsor, the Prize remains unawarded.

- 8) 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 Contest, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Released Parties and all the retail digital gift card vendors, and its affiliates (collectively, "Digital Gift Card Vendors") 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 Contest, or the acceptance, possession, use or misuse or enjoyment of any Reward or Grand Prize.

Neither the Released Parties nor Digital gift Card Vendors 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 Contest; (v) anyone being incorrectly and/or mistakenly identified as eligible to receive any of the prizes; (vi) lost, stolen or damaged Prizes; and/or (vii) any combination of the above.

- 9) GENERAL CONDITIONS:** This Contest is void where prohibited and 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 Contest are final and binding on all participants without right of appeal.

If you have any questions regarding the Contest, please visit the website at <https://NerdsFootballFrenzy.com>, check the FAQ webpage and/or contact Consumer Support at NerdsFootballFrenzy.com/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 Contest (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 Contest as contemplated by these Rules, including, without limitation, Submissions generated by script, macro, robotic, programmed, or other automated means, 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 Contest, 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. In the event of any discrepancy or inconsistency between the short rules and these Official Rules, the Official Rules shall prevail and govern.

The Instant Win prizes, Grand Prize and Secondary Prizes 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 any of the prizes is permitted except that Sponsor may substitute a Prize or a component of the Prize with an item of equal or greater value (based on the approximate retail value of the Prize as stated in the Official Rules), if the Prize or a component of the Prize cannot be awarded as described for any reason. The Prize winners are solely responsible for all costs not expressly described as included herein. By accepting the Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part. Shipped prize shall not be insured and Sponsor shall not assume any liability for lost, damaged or misdirected prize. If the prize or any component is returned as undeliverable for any reason whatsoever, the winner will forfeit his/her prize and the prize will not be re-awarded nor re-delivered at a later date.

None of the Released Parties make any representation or offer any warranty, express or implied, as to the quality, merchantability or fitness of the Prize or a component thereof awarded in connection with the Contest. 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 or any of the Released Parties should the 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 Prize, the confirmed winners agree to waive all recourse against the Released Parties if the 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 Prize fulfillment and administration of this Contest, unless otherwise authorized by the participant, and in accordance with Sponsor's Privacy Policy (available at:

<https://www.ferrara.com/privacy-policy.html>). If you provided consent upon participating in the Contest, you are also consenting to Sponsor's use of your entry information to contact you about upcoming contests and/or events. Your consent to Sponsor's use of the entry information may be revoked at any time (without revoking your participation in the Contest or impairing your chances of winning).

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

The Contest will be run in accordance with the English Official Rules at <https://NerdsFootballFrenzy.com>, which shall prevail, govern and control in the event of any inconsistency with any Contest-related materials including but not limited to French Rules.

All intellectual property, including but not limited to trademarks, trade names, designs, Contest materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by either Sponsor and/or their respective affiliates or authorized licensors. All rights are reserved. Unauthorized copying or use of any copyrighted materials or intellectual property without the express written consent of its owner is strictly prohibited.

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