## U.S. ONLINE SWEEPSTAKES OFFICIAL RULES

## **Babybel Goodness Land Sweepstakes**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, RULE, OR REGULATION.

Participation constitutes entrant's full and unconditional agreement to, and acceptance of, these Official Rules. **The Babybel Goodness Land Sweepstakes** (the "Sweepstakes") begins at 8:00:00 AM Central Time ("CT") on September 6, 2023, and ends at 11:59:59 PM CT on October 4, 2023 ("Sweepstakes Period"). Sweepstakes is sponsored by Bel Brands USA, Inc., 30 S Wacker Dr, Chicago IL 60606 (the "Sponsor").

**ELIGIBILITY:** The Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia who have reached the age of majority in his or her state, or territory of residence and are at least 18 years of age or older (or 19 if a resident of AL or NE) as of September 6, 2023.

Employees, officers, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of the Sponsor, the other Sweepstakes Entities (as defined below) and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, employees or officials of any government, or government-owned or government-controlled entity, that has regulatory authority over Bel Brands USA, Inc., or any of its affiliates and any and all other companies associated with the Sweepstakes are not eligible to participate or win a Prize (as defined below).

The "Sweepstakes Entities" shall mean organizations directly involved with this Sweepstakes including, Sponsor, Administrator (as defined below), The Havas Group, and each of their respective subsidiaries or affiliated entities, and their officers, employees and agents.

The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

**WAYS TO ENTER:** During the Sweepstakes Period, eligible participants may visit <u>babybelgoodnessland.com</u> (the "Website") to complete and submit an official entry form, to receive one (1) entry in the Sweepstakes. Once the entry is received and verified, entrant will receive one (1) entry into the random drawing.

For purposes of this Sweepstakes, "receipt" of an entry occurs when Sponsor/Administrator's server records the entry information resulting from the entrant selecting the "SUBMIT" button. Automated entries (including but not limited to entries submitted using any robot, script, macro, or other automated service) are not permitted and will be disqualified.

**LIMIT:** One (1) entry in the Sweepstakes Period per person, per mailing address, or email address for a total of one (1) entry during the entire Sweepstakes Period, regardless of the method of entry. Once submitted, an entry cannot be deleted, canceled, or modified. All entries become the property of the Sponsor and will not be acknowledged. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant that submits more than the permitted entries, or who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, or proper play of this Sweepstakes.

Multiple entries in excess of the limit received during the Sweepstakes Period from any person, mobile phone number, household address or email address after the first entry received from that person, household address or email address will be void. Once submitted, an entry cannot be deleted, canceled, or modified. All entries become the property of the Sponsor and will not be acknowledged. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant that submits more than the one permitted entry, or who the Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, or proper play of this Sweepstakes.

**SWEEPSTAKES DRAWING AND ODDS OF WINNING: Two Hundred (200) Grand Prize Winners:** Each winner will receive one (1) Babybel Goodness Land boardgame, and one (1) Free Product coupon (for 9.9 oz/14ct; valued up to \$9.00) ("Winner(s)"). Approximate retail value ("ARV"): \$24.00. Winners will be selected in a random drawing, on or about October 11, 2023 ("Drawing"), by Administrator. Odds of winning will depend on the total number of eligible entries received during the Sweepstakes Period. Decisions of judges are final.

Total ARV of all Prizes: \$4,800.00.

**PRIZE CONDITIONS:** Only the prize specified above will be awarded. Product coupons may be used in stores where Babybel is available. Prizes are non-transferable, with no cash redemption or equivalent. All federal, state, and local income taxes, and fees connected to the prize are the sole responsibility of Winner. All federal, state, and local regulations apply. All Winners agree to release the Sponsor and the Sweepstakes Entities from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the Sweepstakes or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. No substitution or transfer of prize will be permitted.

**CLAIMING PRIZE:** As a condition of winning the prize, Winner may be required to complete, sign and return an affidavit of eligibility, and other applicable forms required by a taxing authority within five (5) days of written prize notification, or prize will be forfeited and an alternative winner may be selected. Winners will be contacted by an email sent to their email address that they used in their online entry. If a potential prize winner does not respond within ten (10) calendar days from the first notification attempt an alternate Winner may be selected. All taxes are the sole responsibility of each Winner. In the event that any potential Winner does not respond to any such Prize Notification within ten (10) calendar days of the date of issuance or declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be randomly selected from among all remaining eligible entries received for the drawing at issue.

No substitution, transfer or cash equivalent is permitted except by Sponsor, which reserves the right to substitute the prize (or portion thereof) with one of comparable or greater value at its sole discretion. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. All prize details are at the sole discretion of Sponsor.

**LIMITATIONS OF LIABILITY:** If for any reason this Sweepstakes is not capable of running as planned due to a virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, indirect, incidental, and consequential damages.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries or text messages.

Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**USE OF DATA:** Spensor-Administrator will be collecting entrants' personal data in accordance with the Spensor's and Administrator's Privacy Policy that can be reviewed at the following links, respectively: <a href="https://arrowheadpromotion.com/privacy-of-our-customers-information/">https://arrowheadpromotion.com/privacy-of-our-customers-information/</a>. Please see the full Privacy Policies for details. Entrant's personally identifiable information is not shared with third parties unless we give prior notice and choice. We do not rent, disclose or share personal information or aggregated demographic information with our partners and advertisers. Though we may use an intermediary to conduct Sweepstakes, they may not use entrant's personally identifiable information for any secondary purposes. By participating in the Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.

**TERMS & CONDITIONS:** This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, where permitted by law, entrants agree to release, discharge, indemnify, and hold harmless the Sweepstakes Entities, and each of their respective parent companies, subsidiaries, affiliates, directors, employees, governors, owners, distributors, retailers, agents, advertising/promotion agencies, representatives, and agents from any and all liability, loss, damage, or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession, and/or use or misuse of the prize, or for any typographical or other error in the printing, offering, or announcement of the prize. Entrants further acknowledge that the Sweepstakes Entities have neither made, nor are in any manner responsible or liable for any warranty, representation, or guarantee express or implied, in fact or in law, relating to the prize, including, but not limited to, its quality or fitness for a particular purpose. If due to a printing, production, programming or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded. In no event will Sponsor be liable for more than the stated number of prizes stated in these Official Rules.

Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. The Administrator reserves the right to disqualify any entrant that

Administrator determines, in its sole discretion, violates these Official Rules. This Sweepstakes is void where prohibited.

**DISPUTES:** In the event of a dispute as to the identity of a Winner based on an e-mail address entry, the winning entry will be decided in favor of the authorized account holder of the e-mail address used at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational, institution, etc.) that is responsible for administering the domain responsible for the e-mail address chosen.

By entering the Sweepstakes, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor or the Sweepstakes Entities in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of Chicago, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

**SWEEPSTAKES RULES:** These Official Rules will be posted on Sponsor's website at **goodnessland.com/rules** during the Sweepstakes Period.

**WINNER LIST REQUESTS:** To request confirmation of the winners, please send a self-addressed, stamped business-size envelope by October 31, 2023 to: Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Attn: Babybel Goodness Land Sweepstakes Winner List, Grand Rapids, MN 55744.

**SPONSOR:** Bel Brands USA, Inc., 30 S Wacker Dr, Chicago IL 60606.

**ADMINISTRATOR:** Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Grand Rapids, MN 55744.

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