

**FOOD SERVICE
PROGRAM NAME: NUTELLA 60 Y RECIPE SWEEPSTAKES
STARTS: 3/8/2024; ENDS: 6/30/2024**

FOR: INSTAGRAM

FOOD SERVICE NUTELLA® 60 YEAR RECIPE SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING THIS SWEEPSTAKES.

- 1. HOW TO ENTER:** To enter the Food Service Nutella® 60 YEAR Recipe Sweepstakes (the “Sweepstakes”), those who are eligible (each an “Entrant”) may visit the Nutella USA Foodservice Instagram page (www.instagram.com/ferrerofoodservice) or @ferrerofoodservice (the “Website”) beginning at 12:00:00pm Eastern Time (“ET”) on March 8, 2024 through 11:59:59am (ET) on June 30, 2024 (“Sweepstakes Period”) and follow the Instagram page and create a recipe using one of Ferrero Food Service’s Nutella products and share it on Instagram in your public account with a post tagging “@ferrerofoodservice” and using the hashtags #nutella60yrchefUS and #SweepstakesEntry (each an “Entry”). Entries must be received by 11:59:59am (ET) on June 30, 2024. In addition, in order for an Entry to be eligible, Entrant’s use of Nutella® hazelnut spread as an ingredient in the Recipe must comply with the following guidelines: Nutella® cannot be, without limitation, heated, cooked, frozen, mixed with or melted in other ingredients, or otherwise processed in such a way where Nutella® will be modified in any way from its original format, texture or consistency or incorporated into any products where Nutella® will be, without limitation, heated, cooked, frozen or otherwise processed in such a way where Nutella® will be modified in any way from its original format, texture or consistency (for example purposes only, Nutella® cannot be incorporated into a batter or mixture where such batter or mixture will be mixed with other ingredients and then cooked, baked or frozen). Recipes should not include alcohol, drugs, non-edible, harmful, or dangerous ingredients, and as prepared otherwise should not be dangerous. (Collectively, the above are the “Guidelines”). Recipes that do not comply with the Guidelines or these Official Rules, in Sponsor’s sole discretion, will be disqualified. All material submitted in the Sweepstakes, including the Recipe and accompanying post, becomes subject to an irrevocable license from Entrant to Sponsor. By submitting an Entry in the Sweepstakes, you acknowledge that you have read, accept and agree to these Official Rules and agree that the decisions of Sponsor and the judges are final and binding in all matters. To enter without posting a recipe on Instagram, during the Sweepstakes Period eligible Entrants may enter by e-mailing an entry to agencyervices@tastespecific.com during the Sweepstakes period (such entries are also each referred to as an “Entry”). Noncompliance with these Official Rules, whether in whole or in part, (as determined by Sponsor in its sole discretion) will result in disqualification. Only complete Entries received or otherwise recognized by Sponsor will be eligible. Proof of posting or mailing will not be deemed to be proof of Entry. **Limit one (1) Entry per email address/ mailing address/eligible Entrant during the Sweepstakes Period regardless of method of entry.** Entries submitted by eligible individuals that work at the same foodservice establishment must be different.
- 2. ELIGIBILITY:** The Sweepstakes is only open to legal residents of the fifty (50) United States or District of Columbia who are eighteen (18) years of age or older as of the date of entry and who are chefs, owners/operators or other individuals involved in the professional preparation of food at a foodservice establishment located in the fifty (50) United States or District of Columbia. Entrants

must comply with their foodservice establishment's policy and/or directives regarding employee participation in promotions (e.g., Sweepstakes or sweepstakes), and must be employed at the foodservice establishment named in Entrant's Entry at the time the Entry is submitted.. Employees, directors, and officers of Ferrero U.S.A., Inc. (the "Sponsor"), TasteSpecific, all of their respective parents, affiliates, subsidiaries, advertising and promotion agencies (collectively, the "Released Parties"), and each of their immediate family members and/or those living in the same households of each are not eligible to submit an Entry or accept a prize. All federal, state, and local laws and regulations apply. Void where prohibited by law or restricted in a manner inconsistent with these Official Rules.

- 3. SWEEPSTAKES ENTRY REQUIREMENTS:** Each Entrant represents and warrants that: (a) Entrant is the sole and exclusive owner of the Recipe; (b) the Recipe is Entrant's own creation and is one hundred percent (100%) original to entrant and does not include a contribution from any other party (including AI); (c) the Recipe has not been previously published (including, without limitation, on the Internet) or won an award prior to the commencement of the Sweepstakes Period; (d) the Recipe does not and will not infringe on the rights of any third parties (including, without limitation, trademark, copyright, patent or trade secret rights); and (e) Entrant's use of Nutella® hazelnut spread in the Recipe complies with the Guidelines. Modifying, enhancing, or otherwise altering a third party's preexisting recipe does not qualify as an original creation. The Entry, including the Recipe, cannot contain content that is: indecent, obscene, hateful, tortious, defamatory (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, gender, religion, sexual orientation, or socioeconomic group), slanderous or libelous; promotes bigotry, racism, hatred, discrimination, or harm against any group or individual or promotes discrimination contains profanity or sexual content; promotes alcohol, illegal drugs, tobacco, firearms or weapons; promotes any third-party product or service or otherwise contains commercial messages or endorsements regarding third party products or services; and it must not in any way otherwise violate applicable federal, state, or local laws and regulations as determined by Sponsor, in its sole discretion. The Recipe may not contain third party intellectual property, pornographic language, profanities, obscenities, or otherwise inappropriate language and may not in any way disparage products, persons or organizations (whether or not associated with Sponsor). **Sponsor reserves the right in their sole discretion to disqualify any Entry that, in their sole opinion, refers, depicts, or in any way reflects negatively upon the Sponsor, Sponsor's products, the Sweepstakes, or any other person or entity, or does not comply with these Official Rules.** Entries must be suitable for presentation in a public forum, as determined in the sole discretion of judges and/or Sponsor.
- 4. GRANT OF RIGHTS:** Submission of any Entry in this Sweepstakes constitutes Entrant's consent and agreement to irrevocably assign and transfer to Sponsor any and all rights, title and interest in and to the Recipe, including but not limited to any and all intellectual property rights and goodwill associated therewith, and Entrant agrees never to thereafter challenge Sponsor's ownership of the Recipe. Without limiting the foregoing, Entrants acknowledge and agree that by submitting a Recipe, Sponsor shall have the right, but have no obligation to, without limitation, use, publish, adapt, make derivative works of or from, register for intellectual property protection, assign, sell, license, edit, dispose of, and/or modify such Recipe in any way, on a worldwide basis, in commerce and in any and all media and by any method, whether such media / method are now known or hereafter conceived, without notification or compensation to the Entrant.
- 5. WINNER SELECTION – RANDOM DRAWING:** All eligible Entries received during the Sweepstakes Period will be entered into a random drawing. Recipes will not be judged for taste or other attributes, but will be reviewed to confirm apparent compliance with the applicable Official Rules. One (1) potential winning Entrant will be selected in the Sweepstakes via random drawing from among all Eligible Entries received to win the "60 Year Grand Prize Gift Box and Five (5) potential winning Entrants will be selected in the Sweepstakes via random drawing from among all Eligible Entries received to win the "60 Year Gift Box." The random drawing will be conducted by the Administrator,

whose decisions are final on all matters relating thereto. Administrator will attempt to notify potential winners via direct message (“DM”) or public posting on Instagram on or before July 15, 2024.

Potential winners must provide their contact information (name, first name, postal address, email address) to the Administrator via a private message on Instagram within 7 days from the day the Administrator informs them of their status as a potential winner and must 1.) fill out an affidavit of eligibility and 2.) a liability and publicity release. In the event that a prize is not awarded to a potential winner, Sponsor will select another potential winner for such prize and the notification and verification process will be repeated until a winner is confirmed (subject to sufficient eligible Entries having been submitted in the Sweepstakes Period).

Winners should allow for 4-6 weeks from the end of the Sweepstakes Period for prize to be delivered. Sponsor reserves the right in its sole discretion to disqualify any potential winner or Winner, if such potential winner or Winner is determined to be ineligible to participate and/or win a Prize in the Sweepstakes. The Sweepstakes Entities assume no

responsibility for an undeliverable Prize resulting from a typographical error or change of address of Winner, nor any delay in delivery of a Prize for any reason. In the event that any Prize is returned as undeliverable, the Prize will be forfeited.

6. PRIZES: One (1) Grand Prize, named the “60 Year Grand Prize Gift Box”, consisting of

1. Professional 9-Piece Helena Series Knife Set (not an affiliate of Ferrero U.S.A., Inc.)
2. Nutella Cutting Board
3. Nutella Piping Bag & Pouchmate Blade
4. Inflatable Nutella Bucket
5. Nutella Chef Thermometer
6. Nutella 60-Year T-Shirt
7. Nutella Golf Ball Pack (3)
8. Nutella Water Bottle Sticker
9. Nutella Bowl Scraper

Approximate Retail Value (“ARV”): \$380

Five (5) Prizes, named “the 60 Year Gift Box”, , consisting of

1. Nutella Cutting Board
2. Nutella Piping Bag & Pouchmate Blade
3. Inflatable Nutella Bucket
4. Nutella Chef Thermometer
5. Nutella 60-Year T-Shirt
6. Nutella Golf Ball Pack (3)
7. Nutella Water Bottle Sticker
8. Nutella Bowl Scraper

ARV: \$120 each
ARV of all Prizes: \$980

Limit one (1) prize per person.

- 7. PRIZE RESTRICTIONS:** No prize transfer or cash redemption. No prize substitution, in whole or in part, except by Sponsor who reserves the right to substitute a prize (in whole or in part) of comparable or greater value, at its sole discretion. All federal, state, and local taxes on prizes are the sole responsibility of winners. All costs and expenses not specified herein as being awarded are the sole responsibility of prize winner. Any stated difference between the approximate retail value and actual value of prize or any substituted prize will not be awarded. Prizes are awarded "AS IS". Any prize depiction is for illustrative purposes only. Sponsor shall not be responsible for lost or stolen Prizes or any issues arising out of or in connection with Winner's use of a Prize, or any part thereof. Prizes consist of only the items specifically listed as part of the Prize. In no event will more than the stated number of prizes be awarded. The Prizes listed above will be awarded in the Sweepstakes if there are sufficient Entries.
- 8. CONDITIONS OF PARTICIPATION/GENERAL RULES:** By entering, each Entrant (or parent/legal guardian if Entrant is a minor in his/her state of residence) agrees (1) that Sponsor and its designees shall have the irrevocable, right and permission to use in any manner (unless prohibited by law) Entrant's name, voice, city and state of residence, photographs and/or likeness, and Recipe and Instagram post containing the Recipe, for advertising and/or trade and/or promotion and/or any other purpose now or hereafter known anywhere in the world in perpetuity without further compensation, permission or notification to Entrant or any third parties, except where prohibited by law; (2) that Sponsor and its designees shall have the right and permission to (a) alter, amend, edit or change Entries, including the Recipe, prior to distribution and (b) use, distribute, reproduce, alter, amend and copyright Entries, including the Recipe, for purposes of advertising and trade (including posting on the Website) without further compensation, unless prohibited by law; (3) to release the Released Parties from all liability and to indemnify, defend and hold harmless the Released Parties from and against any claim, action, liability, loss, injury or damage to Entrant or any other person or entity, including, without limitation, infringement or violation of third party rights or personal injury or death to Entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of (a) the acceptance, possession, use or misuse of the prize, (b) participation in or administration of this Sweepstakes, (c) the use of any Entry or any of the rights granted herein, (d) defamation, publicity or right of privacy, and (e) any element of this Sweepstakes; (4) to assume all liability for any injury or damage related to (3) (a)-(e); (5) to be bound by the Official Rules and the judges' decisions which are final; (6) to waive all rights to claim or collect punitive, incidental, consequential or any other damages; (7) that all causes of action relating to this Sweepstakes will be resolved individually without resort to any form of class action; (8) that any and all claims, judgments, or awards shall be limited to actual out of pocket costs incurred, excluding attorneys' fees; and (9) that New York law shall apply exclusively to the Sweepstakes and that any dispute with respect to the Sweepstakes shall be resolved in either the federal or state courts located in the County of New York, State of New York.

Released Parties are not responsible for (1) electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or for any human, typographical, printing or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the printing of the offer, the administration of the Sweepstakes, processing of Entries, the announcement of the prizes, or in any Sweepstakes-related materials; (2) failed, incomplete, undeliverable, garbled, or delayed computer transmissions; (3) late, lost, garbled, misdirected, incomplete, stolen, delayed, misdirected or postage-due Entries or mail; (4) damage to Entrants' or any person's computer or the contents thereof; (5) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted; or (6) any inability of the winners to accept a prize.

Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the administration, security, integrity or fairness of the Sweepstakes (or portion thereof), as determined by Sponsor in its sole discretion, and limit Entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. In the event the Sweepstakes is cancelled or terminated, Sponsor reserves the right, at its discretion, to award prizes from among all eligible non-suspect Entries received up to time of such action. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Entry information, including the Recipe, becomes property of Sponsor.

In the event a dispute arises regarding the specific individual entitled to receive a prize, an Entry will be deemed made by the "authorized e-mail account holder" of the person whose name appears on the online registration form. "Authorized e-mail account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Participant may be requested to provide Sponsor with proof that the participant is the authorized e-mail account holder of the e-mail address in question. Any damage made to any Sweepstakes related website by an Entrant will be the responsibility of the authorized e-mail account holder of the e-mail address submitted on the online registration form that is associated with the damage in question. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor. Any Entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If an Entrant submits more than the stated number of Entries permitted, and/or if Sponsor suspects that an Entrant attempted to obtain additional entries by using multiple email addresses, user IDs, registrations, identities or any other method, all Entries submitted by the Entrant will be declared null and void.

NOTICE TO ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 9. WINNERS' LIST:** For the names of the winners (available after April 22, 2024), send a self-addressed stamped (#10) envelope to (VT residents may omit stamp on the self-addressed envelope): Food Service Nutella 60 Year Sweepstakes Winner, c/o Taste Specific, 197 W Vía Lola, Palm Springs, CA 92262. Winners' list will be sent after prizes have been awarded. Limit one request per outer envelope. Requests received after October 31, 2024 will not be honored.
- 10. USE OF DATA:** Sponsor will be collecting personal data about Entrants online, in accordance with its Privacy Policy. Please review Sponsor's Privacy Policy at <https://www.ferreronorthamerica.com/privacy-policy-us>) By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.
- 11. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES:** IN NO EVENT WILL THE RELEASED PARTIES AND/OR THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES,

AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, WHETHER FORESEEABLE OR NOT, AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES, YOUR PARTICIPATION IN ANY ASPECT OF THE SWEEPSTAKES, AND/OR YOUR ACCESS TO AND USE OF THE WEBSITE AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES.

No liability or responsibility is assumed by Sponsor or the Released Parties resulting from Entrant's participation in or attempt to participate in the Sweepstakes, or ability or inability to upload or download any information in connection with the Promotion. No responsibility or liability is assumed by Sponsor or the Released Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Promotion: (a) hardware or software errors; (b) faulty computer, cable, satellite, network, cellular, electronic, Internet connectivity or other online or network communication problems; (c) errors or limitations of any Internet or wireless service providers, servers, hosts or other providers; (d) garbled, jumbled or faulty data transmissions; (e) failure of any online transmissions to be sent or received; (f) lost, late, delayed or intercepted transmissions; (g) inaccessibility of www.instagram.com or any other promotion-related website or of a given entrant's Instagram page or the official Ferrero USA Food Service Instagram page in whole or in part for any reason (including filtering or other operation of the Instagram social media platform); (h) traffic congestion on the Internet, on Instagram, or any other promotion-related website; (i) unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; (j) error, omission, interruption, deletion, defect, theft or destruction of, unauthorized access to, delay in operation, transmission, distribution of, alteration of, Entry procedure and/or the prize claim procedure, whether caused by the Entrant, or otherwise; (k) any of the equipment or programming associated with or utilized in this Promotion, or otherwise; or (l) destruction of any aspect of the Promotion, or loss, misdirection, inaccessibility or unavailability of an email address or Instagram account/handle used in connection with the Promotion.

The Released Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Promotion, the uploading, the processing of Entries or prize claims (as applicable), the announcement of the prizes or any Promotion-related materials. Use of the Ferrero USA Food Service Instagram page or any other promotion-related website as well as the Instagram social media platform is at user's own risk. The Released Parties are not responsible for any personal injury, death or property damage or losses of any kind which may be sustained to Entrant's, or any other person's computer or mobile phone resulting from participation in the Promotion. Sponsor is not responsible for any human error that may occur in the processing of materials for/implementation of the Promotion.

IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED FIVE DOLLARS (\$5.00). WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12. SPONSOR: Ferrero U.S.A., Inc., 7 Sylvan Way, Parsippany, NJ 07054.

13. ADMINISTRATOR: Taste Specific 197 W Via Lola, Unit 22 Palm Springs, CA 92262

Abbreviated rules:

NO PURCHASE NECESSARY. Void where prohibited. Open only to legal residents of the 50 U.S. or D.C. who are 18 years of age or older as of the date of entry and who are chefs, owners/operators, or other individuals involved in the professional preparation of food at a foodservice establishment located in the 50 U.S. or D.C. Sweepstakes ends and all entries must be completed by 11:59:59am (ET) on 6/30/24. Random drawing to determine winners. Grand prize winner will receive 60 Year Grand Prize Gift Box (ARV \$380). 5 other winners receive 60 Year Gift Box (ARV \$120 each). For complete prize details and Official Rules by which all entrants are bound, see www.ferrerofoodservice.com/us/en/60-year-promo.com