

**THE FERRERO PLAY IT UP SWEEPSTAKES**  
**OFFICIAL RULES**

**MANY WILL ENTER, ONE WILL WIN. NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM THE PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The Ferrero Play It Up Sweepstakes ("Sweepstakes") is sponsored by Ferrero U.S.A., Inc. ("Sponsor"), 7 Sylvan Way, Parsippany, NJ 07054, and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on February 1, 2022 at 12:00 PM Eastern Time ("ET") and ends on April 30, 2022 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least thirteen (13) years old at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

3. **HOW TO ENTER THE SWEEPSTAKES: Make a Purchase:** There are two (2) ways to enter the Sweepstakes:
  - A. **Make A Purchase:** During the Sweepstakes Period, an eligible entrant may purchase at least five dollars (\$5) of participating products (see Appendix for participating products online and/or at any participating retailer, ("Qualifying Purchase"), while supplies last (five dollars [\$5] is defined as purchase price of participating products and excludes, tax, shipping, etc.). Entrant must then visit [ScoreWithButterfinger.com](http://ScoreWithButterfinger.com) ("Website") and complete and submit the registration form, including, but not limited to: his/her first and complete last name (no initials), phone number, city, state, and agreement to these Official Rules. Entrant must then follow the on-screen prompts and upload a photograph of the original receipt showing the Qualifying Purchase. It is recommended that purchaser first print his/her name on the original register receipt; sign and date the receipt; and circle the qualifying product on the receipt before uploading the receipt. The file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 10 MB. Receipts must be submitted by 11:59:59 PM ET on April 30, 2022, to be valid. It is strongly recommended that entrant maintain possession of the original or photocopy. The entrant should not give a receipt to any store employee. Upon approval of receipt, entrant will receive one (1) entry into the Sweepstakes for each Qualifying Purchase on each receipt. More than one (1) Qualifying Purchase may be on a receipt. There is a limit of five (5) unique receipt uploads during the Sweepstakes Period. Entrant may not submit the same receipt more than one (1) time. Digital receipts will not be accepted. Duplicated receipts will not be accepted.

Receipts must be readable. Mechanical reproductions, altered receipts or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted.

**Special Offer:** Upon verification of each eligible Qualifying Purchase receipt, entrant will receive a Fanatics.com coupon code valid for fifteen dollars (\$15) off a Fanatics.com order of forty-five dollars (\$45) or more ("Offer Item"). There is a limit of five (5) Offer Items per person. The approximate retail value of each Offer Item is fifteen dollars (\$15). Offer Items are subject to availability and only available while supplies last. Terms and exclusions apply: Limited time only, Fanatics.com coupon code expires August 31, 2022 at 11:59pm ET. Offer excludes on sale, discounted, limited quantity, recent playoff, championship, special event and race winning product, NFL, MLB, NBA and NHL jerseys, MLB and NFL On-Field headwear, select athletes and memorabilia, Under Armour, Alex and Ani, Dooney & Bourke, Lillie Bee, Lionel, Vera Bradley, Yeti, select Nike Products, die cast and show tickets. Not valid for gift codes, cards or certificates, shipping or taxes. Except where required by law, Offer cannot be redeemed for cash, reproduced, modified, sold, traded, refunded or replaced. Not valid on previous purchases or returns. No cash back. Valid only while supplies last. Offer may be modified or terminated at any time without notice. All purchases are subject to Fanatics' Terms & Conditions or equivalent.

No more than one hundred fifty thousand (150,000) Offer Items are available in the Sweepstakes. Offer Item will be e-mailed to the e-mail address provided upon registration within forty-eight (48) hours after verification. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or force majeure. Each entrant shall be solely responsible for payment of any and all applicable federal, state and local taxes for any Offer Item received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility.

**B. Mail-In Without Making a Purchase:** To earn a Sweepstakes entry without making a purchase, an entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY), on a 3½"x5" card ("Mail-In Entry") and mail it (in an outer mailing envelope) with sufficient postage to The Ferrero Play It Up Sweepstakes, PO Box 251328, West Bloomfield, MI 48325. A Mail-In Entry is worth five (5) entries. An entrant may mail-in one (1) time during the Sweepstakes Period. Following this method of entry, an entrant will receive five (5) entries into the Sweepstakes.

All Mail-In Entries must be postmarked by April 30, 2022 and received by May 10, 2022. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, and Mail-In Entries sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

**Limit:** Regardless of method of entry, an entrant will receive no more than five (5) entries total during the Sweepstakes Period. If more than the stated number of entries are received from the same person, telephone number and/or e-mail address, the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may be disqualified and not be eligible to win the prize. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void

and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

4. **RANDOM DRAWING:** On or around May 11, 2022, the Administrator will randomly select one (1) potential winner from all eligible entries received. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.
5. **PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**
  - A. **Prize (1):** The prize is \$30,000 ("Prize"). No more than one (1) Prize will be available in the Sweepstakes. The ARV of the Prize is \$30,000.
  - B. **Odds of Winning:** The odds of winning the Prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.
  - C. **General Conditions:** There is a limit of one (1) Prize per person. In no event will more one (1) Prize, be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.
6. **HOW TO CLAIM THE PRIZE:** The potential winner is subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winner via e-mail at the e-mail address provided at the time of registration. The potential winner (or his/her parent or legal guardian, if potential winner is a minor in his/her state of residence) will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim his/her Prize, and may result in the Prize being awarded to an alternate winner, if time permits. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, the Prize may be forfeited. If the Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded. Upon verification of eligibility, the prize will be fulfilled within 4 – 6 weeks. Any portion of the Prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Prize won. Sponsor will issue an IRS Form 1099-MISC for the winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Prize will only be awarded to a verified winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. A Prize that is unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prize is non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute the Prize

of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS 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.

**8. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE NEW YORK COUNTY, NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

**9. PRIVACY:** Sponsor's privacy policy is available at <https://www.ferreronorthamerica.com/privacy-policy>.

**10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized 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) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, Ferrero Play It Up Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than June 30, 2022

Customer Service inquiries may be made at [Contact Us](#).

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**SEE NEXT PAGE FOR APPENDIX**

**APPENDIX**

**Participating Products:**

Product	UPC
Butterfinger Bar 1.9 oz	0-99900-10087-3
Butterfinger Bar Share Size 3.7 oz	0-99900-00147-7
CRUNCH Bar 1.55 oz.	0-99900-72219-8
CRUNCH Bar Share Size 2.75 oz	0-99900-90836-3
Baby Ruth Bar 1.9 oz	0-99900-62546-8
Baby Ruth Bar Share Size 3.3 oz	0-99900-80100-8
100 Grand Bar 1.5 oz	0-99900-69423-5
100 Grand Bar Share Size 2.8 oz	0-99900-99324-6
Butterfinger Minis 10.8 oz	0-99900-15032-8
Butterfinger Fun Size 10.2 oz	0-99900-15032-8
Butterfinger Fun Size 19.8 oz	0-99900-37426-7
Butterfinger Bites 3.5 oz	0-99900-10065-1
Butterfinger Bites 8 oz	0-99900-10042-2
Crunch Bar Fun Size 10 oz	0-99900-50589-0
Crunch Bar Fun Size 19 oz	0-99900-33177-2
Crunch Bar Minis 10.5 oz	0-99900-71060-7
Baby Ruth Fun Size 10.2 oz	0-99900-96825-1
Baby Ruth Fun Size 19.8 oz	0-99900-31428-7
Baby Ruth Minis 10.8 oz	0-99900-96825-1
100 Grand Fun Size 10 oz	0-99900-97241-8
Butterfinger Minis Bar Pouch 9.8 oz.	0-99900-72336-2
Crunch Minis Pouch 9.8 oz.	0-99900-72337-9
Baby Ruth Minis Pouch 9.6 oz.	0-99900-72338-6
Butterfinger Minis Pouch 7 oz.	0-99900-72366-9

Crunch Minis Pouch 6.7 oz oz.

0-99900-72367-6