

Pink Pizzelle Contest

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

Pink Pizzelle Contest (the “Contest”) is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are at least eighteen (18) years old at the time of entry. Void where prohibited. Proof of residency and age may be required. Employees and directors of Nustef Baking Ltd, Influence Marketing and their subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Contest and the immediate family and household members of such individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Contest or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest. The Contest is void wherever prohibited or restricted by law.

2. Sponsor and Administrator

Sponsor: Nustef Baking Ltd. 2440 Cawthra Rd, Mississauga, ON L5A 2X1.

Administrator: Influence Marketing, 5-2735 Matheson Blvd. East, Mississauga, ON L4W 4M8.

3. Timing

Contest begins June 1, 2020 at 4:00 p.m. Eastern Standard Time and ends July 26, 2020 at 11:59 p.m. Eastern Standard Time (“Contest Entry Period”). Administrator is the official timekeeper for this Contest. The Contest is governed by these Official Rules and is subject to all applicable federal, state and local laws.

4. How to Enter

During the Contest Entry Period go to rekopizzelle.com (the “Website”) and register by providing your name and email address and following the instructions on the Website and vote for your favorite dessert (the “Submission”). Instructions on what you must do to enter may change each week during the Contest Entry Period. Each week you vote in the Contest, you will automatically receive one (1) entry into the Contest. Once you have registered you can return the following week for additional Submissions to earn additional entries. An additional bonus (1) entry can be awarded if the contest is shared on Facebook and Instagram with the following Hashtag - #PinkPizzelleContest and by Following Reko Pizzelle on their Social Media platform.

No Purchase Necessary. During the Contest Entry Period print your first name, last name, email address and phone number on a 3x5 card and mail it to: Attention: Influence Marketing – Richard Chao; Pink Pizzelle Contest c/o 1321 Upland Dr., Box: 6826, Houston, TX 77043 US. Mail in entries must be postmarked within the Contest Entry and received by July 26, 2020. You will receive one (1) entry for each card received.

Limit of one (1) entry per person per week for the Contest, regardless of method of entry. Entrants may only use one email address to enter the Contest. You are not permitted to share the same email address with another entrant. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries all of which will be ineligible to win a prize. In the event of a dispute as to any entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder to be awarded the prize. All entries become the sole and exclusive property of Sponsor and will not be returned or acknowledged. Failure to meet any of the entry requirements contained in these Official Rules may result in disqualification of an entry, at Sponsor’s sole discretion.

5. Submission Requirements

The Submission must comply with the following requirements: (i) Submission must otherwise be in compliance with these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any Submission that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.

6. Grant of Rights

By submitting a Submission, the entrant represents and warrants that he/she has all rights, title and interest necessary to grant the Sponsor the worldwide, irrevocable, perpetual and unrestricted right and license to adapt, publish, use, edit, and/or modify such Submission in any way (including but not limited to any and all advertising and marketing efforts, inclusion on digital and social media channels, in-store and other point-of-sale marketing, digital billboards and other out-of-home marketing and post the Submission on the internet or use the Submission in any other way in Sponsor’s sole discretion and agrees to indemnify and hold Sponsor harmless, to the fullest extent permitted by law, from any claims to the contrary.

7. Representations and Warranties/Indemnification

Each person who enters this Contest represents and warrants as follows: (i) entrant has obtained any and all necessary permissions required to submit the Submission and for Sponsor’s right to use the Submission for any purpose, including the consent of any identifiable third person(s) appearing in the Submission, and entrant can and will make written copies of such permissions available to Sponsor upon request; (ii) the Submission is owned by entrant and has not been previously published, distributed or otherwise exploited; (iii) the Submission is wholly original with entrant and, as of the date of submission, the Submission is not the subject of any actual or threatened litigation or claim; (iv) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity; and (v) the Submission does not and will not violate any applicable laws, and is not and will not be considered defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Sponsor, Administrator and their subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

8. Winner Selection

On or about August 10, 2020, Administrator will randomly select two hundred and eleven (211) entries for each prize described below in a random drawing of all valid entries received. The potential winners will be contacted using the email address and/or phone number provided with the entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential winners will be notified by email and/or phone on or about August 15, 2020. Failure by potential winners to respond to the initial verification within forty-eight (48) hours of notification after three (3) attempts will result in disqualification and Administrator will select an alternate potential winner in the same manner. Odds of winning depend on the number of eligible entries received during the Contest Entry Period. Limit of one prize per person / per household.

9. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE POTENTIAL WINNERS AND OTHER MATTERS RELATED TO THE CONTEST.

10. Verification of Potential Winners

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Contest or receive the prize, (e) potential winner cannot or does not comply with the Official Rules, or (f) potential winner fails to fulfill any Affidavit-related obligations, the potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right at its sole discretion, to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

11. Prizes

- Seventy-Five winners will each receive one Reko Pink Pizzelle Picnic Baskets. Approximate retail value ("ARV") is \$75.
- Seventy-Five winners will each receive one Reko Pink Rain Umbrella. ARV is \$75.
- One winner will receive a one thousand-dollar (\$1,000) Amazon.com gift card.
- Three winners will each receive a five hundred dollar (\$500) Amazon.com gift card.
- Three winners will each receive a two hundred and fifty hundred dollar (\$250) Amazon.com gift card.
- Four winners will each receive a one hundred dollar (\$100) Amazon.com gift card.
- Fifty winners will each receive a twenty five dollar (\$25) Amazon.com gift card.

For all Prizes: No cash equivalent for the prize, prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes, duties, and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification

Number and Certification). Prize will be awarded only if the Winner fully complies with these Official Rules. Total ARV of all prizes is \$16,150.00

12. Entry Conditions and Release

By submitting an entry or otherwise participating in this Contest you understand and hereby agree to: (i) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Contest; (ii) defend, indemnify, release and hold harmless the Sponsor, Administrator and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to: (a) the Contest or any information provided by you in connection with the Contest, including but not limited to any Contest-related activity or element thereof, the receipt of marketing messages, participation or inability to participate in the Contest or in any parts thereof, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Rules or any Contest-related promotional materials, (d) acceptance, possession, defects in, use, misuse or inability to use a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, or due to reasons beyond the Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the entry information or any parts thereof), (i) any technical malfunctions or unavailability of the Website, or any telephone network, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Contest, the Website, or any other promotion-related web pages (in either direction), or any Internet online service or cellular service (as applicable) due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) computer or wireless device (as applicable) and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions (in either direction), omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, or any of their agents or employees, and/or (o) cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), or other transportation companies, hotel(s), or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same, (p) lost, stolen, damaged, delayed, or misdirected baggage or (q) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element

thereof); and (iii) to waive all of your rights to bring any claim, action, or proceeding against any of the Released Parties in connection with this Contest. Winner acknowledges that all prizes are awarded as-is without warranty of any kind.

13. Publicity

Except where prohibited or restricted by law, by entering a Submission constitutes the Entrant's agreement and consent for Sponsor and any of its designees to use and/or publish Entrant's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Entrant regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

14. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, or with any Website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. No groups, clubs or organizations may participate in this Contest or reproduce or distribute any portion of these Official Rules or marketing to its members. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest and/or award the prize from all eligible entries received as of the termination date.

15. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error in the administration of the Contest or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in

the Contest or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded.

16. Disputes

Entrants agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York County, New York; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages 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 entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

17. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.rekopizzelle.com/privacy-policy/>.

18. Contest Results

For Contest results (available after August 15, 2020), send an email with the subject line of "Winners List – Pink Pizzelle Contest" to contests@nustefbaking.com. Requests for the Winners List must be received by October 15, 2020.