

NERDS GAME DAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. THE SWEEPSTAKES IS INTENDED FOR LEGAL RESIDENTS IN ALL 50 STATES INCLUDING DISTRICT OF COLUMBIA AND WILL BE GOVERNED BY UNITED STATES LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. INTERNET ACCESS IS REQUIRED. STANDARD DATA AND MESSAGING RATES MAY APPLY TO PARTICIPATE IN THE SWEEPSTAKES VIA A MOBILE DEVICE. BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. VOID WHERE PROHIBITED.

1. ELIGIBILITY:

The “Nerds Game Day Sweepstakes” (“Sweepstakes”) is open only to legal residents of 50 US/DC who are twenty-one (21) years of age or older (or the age of majority in the jurisdiction of their residence, whichever is older) at the time of entry. Employees, contractors, directors, officers, and agents of Ferrara Candy Company (“Ferrara”), its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes, members of their immediate family (including, any spouse, parent, child, and sibling of such personnel), and all others associated with the development and execution of this Sweepstakes are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

2. SWEEPSTAKES PERIOD:

Sweepstakes begins at 12:00:00 a.m. Central Daylight Time (“CDT”) on October 15, 2023 and ends at 11:59:59 p.m. Central Daylight Time (“CDT”) on March 31, 2024 (“Promotional Period”). Administrator’s computer is the official time keeping device for this Sweepstakes.

3. HOW TO ENTER:

Visit <https://sweeps.airbaton.me/nerds> (“Website”) and follow the online instructions to create a Sweepstakes account (“Account”). To create an account, you will need to provide your first and last name, date of birth, a valid email address, and zip code. Upon completion of creating an Account, follow the online instructions to earn an entry into the Sweepstakes. The consumer must complete the registration form and upon

registration will receive one (1) entry in the Sweepstakes (“Entry”). The decisions of the Sponsor and Administrator are final in all matters relating to Sweepstakes.

You may use your SMS-enabled mobile phone to text “NERDS” to short-code 78896 to receive a link to the Website. Consent to texts is not a requirement or condition of entry.

For all Entries: All Entries must be received and recorded during the Promotional Period. No other forms of entry are valid. Subsequent Entries may be made by logging into your existing Account and following the online instructions. Limit one (1) Entry per person per day during the Promotional Period. By entering, entrant accepts and agrees to be bound by these Official Rules and the decisions of Sponsor, Administrator, and its judges, which are final in all respects.

Automated Entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses, nor use any other device or artifice, to enter as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities, will be disqualified and forfeits all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

Processing of Entries: Processing of an Entry will take at least forty-eight (48) hours from the time an Entry is received by the Administrator. Once an entrant’s Entry is processed, such entrant will be notified via email, whether such Entry has been successfully validated or a reason why such Entry could not be processed at such time, as determined by the Administrator in its sole and absolute discretion. It is the responsibility of the entrant to check the applicable email account for such notification including in the inbox, spam, or junk folders. Sponsor and Administrator do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a participant’s mailbox or telephone to receive e-mail messages, text message or other communications. Entry obtained through unauthorized means or illegitimate channels will be void. Entry that cannot be validated for any reason will be rejected, as determined by the Sponsor in its sole discretion. For example only, and not an all-inclusive list, an Entry will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by Sponsor or Administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; or (vii) is incorrectly or incompletely entered or submitted.

Verification: All Entries and entrants are subject to verification at any time and for any reason. 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): (i) for the purposes of verifying an individual's eligibility to participate in this Sweepstakes; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information for the purposes of this Sweepstakes; and/or (iii) for any other reason the Sponsor or Administrator deems necessary, in its sole and absolute discretion, for the purposes of administering this Sweepstakes in accordance with the Sponsor's interpretation of the letter and spirit of these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor or its Administrator, may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Sweepstakes computers, Administrator or Sponsor.

4. SWEEPSTAKES DRAWING:

Potential winner will be selected in a random drawing to be held on or about April 1, 2024, from among all eligible Entries received by Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible Entries received during the Promotional Period.

5. WINNER NOTIFICATION:

Potential winner will be notified by email call on or about April 1, 2024 and will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the prize. If a potential winner does not respond to the notification within the forty-eight (48) hour time period, prize will be forfeited, and an alternate potential winner will be randomly selected. Prize won by an entrant will be awarded to the authorized account holder of the e-mail address submitted with the entry regardless of the individual who submitted the winning Entry. Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above. If such a second alternate winner is unable to accept the prize, the prize is forfeited and will not be awarded.

Potential winner will be required to complete, sign, and return an Affidavit of Eligibility, a Release of Liability (unless prohibited by law), and a Publicity Release to Sponsor or Administrator within three (3) days of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is twenty-one (21) years of age or older (or the age of majority in the jurisdiction of their residence, whichever is older), the potential winner will be declared an official winner of the Sweepstakes. If Sponsor cannot verify that the potential winner is twenty-one (21) years of age or older (or the age of majority in the jurisdiction of their residence, whichever is older) prior to winner notification, if potential winner does not follow the instructions outlined in the email within 48 hours of the first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner is not in compliance

with the Official Rules (including eligibility requirements), and/or if potential winner fails to sign and return any required documents or provide required identification by the deadlines set by Sponsor, then the potential winner will be disqualified and an alternate potential winner will be randomly selected from among remaining eligible, non-winning entrants, time permitting.

Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

6. PRIZE DETAILS:

One (1) Grand Prize: Winner will receive a prize package that includes a trip for two (2) people (winner plus one (1) guest) to New Orleans, Louisiana ("Grand Prize").

Grand Prize includes:

Two (2) round-trip, coach-class air transportation tickets (arrive on or about 2/8/25 and depart 2/10/25) for Winner and guest of the Winner (the "Guest") originating from and concluding at the major gateway commercial airport near the Winner's primary residence within the United States to a major gateway airport in or around New Orleans, Louisiana. If the Winner lives within two hundred (200) miles from New Orleans, Louisiana, ground transportation may be substituted in lieu of air transportation at the sole discretion of Sponsor (approximate retail value ["ARV"] is \$1,600).

Two (2) nights of hotel room accommodations (one-room, double-occupancy) at a hotel chosen by Sponsor in or around New Orleans, Louisiana for the dates 2/8/25 (check-in) until 2/10/25 (check-out). The ARV of these hotel accommodations is \$900; and a rental car for length of stay (eligible drivers only; excludes gas, parking, insurance, and collision damage waiver and is subject to car rental agency terms and conditions). The ARV of the car rental is \$400.00.

A \$15,000 spending allowance to cover all other incidental expenses. Spending allowance will be awarded in the form a check made payable in US Dollars to the Grand Prize Winner.

Approximate Retail Value of the Grand Prize is \$17,900.00. Any difference between stated value and actual value will not be awarded.

The Winner understands and acknowledges that tickets to any football game on February 9, 2025, in New Orleans, Louisiana will not be awarded as part of the prize package. Any other expenses not mentioned herein are the sole responsibility of the Grand Prize Winner.

If winner cannot accept the prize as specified, prize will be forfeited in its entirety and an alternate winner may be selected. Travel and accommodations are at Sponsor's discretion and subject to availability and change. Sponsor is not liable for any missed

events or opportunities, or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay.

GRAND PRIZE CONDITIONS:

The actual retail value of the Grand Prize being awarded in this Sweepstakes may vary depending on the Winner's residence, market conditions, date/time of arrival, changes in value of components (e.g., air transportation and hotel rates) and other reasons. Sponsor is not responsible for, and the Winner will not receive the difference between the actual value of the Grand Prize at the time of award and the stated ARV.

The Grand Prize does not include ground transportation between the Winner's residence and major gateway airport, upgrades, travel insurance, meals, in-room charges (e.g. mini-bar, movies), alcoholic beverages, telephone calls, merchandise, souvenirs, personal expenses, laundry service, spa treatments, tips and gratuities, incidental charges, parking or any other item not specifically described in these Official Rules, and all expenses for any of the foregoing are solely the responsibility of the Winner.

Grand Prize Winner and Guest must travel on dates as specified by Sponsor, otherwise Grand Prize is forfeited. Air travel is subject to restrictions. The Winner and the Guest must travel on the same itinerary, including departure date and return date, and travel must be roundtrip. Prize travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change and are outside the control of Sponsor. The Winner and the Guest are solely responsible for determining and obtaining, at his/her own expense, required travel documents. Certain travel and security restrictions may apply, and it is the responsibility of the Winner and the Guest to comply with all travel, security and other laws, regulations, and airline passenger rules that apply to them. Sponsor is not responsible for airline cancellations, blackout dates, delays, diversions or substitutions and no refund or compensation will be awarded in any such event. All airline tickets issued in conjunction with the Grand Prize are not eligible for upgrades, frequent flyer miles or any other benefit.

If ground transportation is substituted in lieu of air transportation, the Winner will not receive the difference between the value of the air transportation and the ground transportation. Sponsor will be booking air travel and hotel accommodations on behalf of the Winner. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's sole discretion.

The Winner may be required to provide a major credit card upon hotel check-in or prior thereto and all in-room charges will be charged to the credit card (subject to terms and conditions of the hotel). Any damage to the room, and/or any other venue related to the prize, attributed to the Winner and/or the Guest will be the responsibility of the Winner. Sponsor is not responsible for the availability or proper functioning of any hotel feature or amenity and no credit or compensation will be awarded by Sponsor with respect thereto.

Minor children may accompany the Winner as the Guest only if the minor's parent or legal guardian is the Winner. The minor must be accompanied at all times during the

trip (including, but not limited to, in-flight and hotel stay) by minor's parent or legal guardian.

Sponsor is not responsible or liable in any manner if the Winner or the Guest is unable to accept or use all or any portion of the Grand Prize due to failure to qualify or comply with these Official Rules or any law (including specifically any requirement of Sponsor, hotel, or airline relating to COVID-19 or any variants or other pandemics), regulation or other rules that apply to acceptance, receipt or use of the Grand Prize. Such failure to qualify or comply will result forfeiture of that portion of the Grand Prize in its entirety with no additional compensation, and no substitution will be provided, except in Sponsor's sole determination. If the Winner elects to make alternate arrangements for any portion of the Grand Prize for any reason whatsoever, no additional compensation will be awarded to the Winner and Sponsor is not responsible for such alternate arrangements. The Grand Prize cannot be transferred or substituted, except in Sponsor's sole determination. Sponsor reserves the right to substitute prizes of equal or greater value. The prizes being awarded have no cash value and may not be redeemed for cash at any time. The resale or auction of prizes will result in the Winner's disqualification from all future sweepstakes and contests of Sponsor.

If the Winner elects to partake in the Grand Prize with no Guest, the remaining elements of the Grand Prize shall constitute full satisfaction of Sponsor's prize obligation, and no additional compensation will be awarded to the Winner.

If Sponsor so elects, potential winner may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that potential winner will not bring the Sponsor into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Sponsor. If requested, potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited. All Grand Prize details not specified in these Official Rules will be determined in Sponsor's sole discretion.

Entrants acknowledge that the Released Parties (defined below) 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, relative to a prize, including any express warranties provided by any prize supplier that are sent along with a prize and any implied warranty of merchantability of fitness for a particular purpose. Any Grand Prize elements pictured in online, television and print advertising, promotional packaging and other Sweepstakes materials are for illustrative purposes only. Grand Prize will be awarded provided a sufficient number of eligible Entries are received, but under no circumstances will more than the advertised number of prizes be awarded.

The value of Grand Prize will be taxable to the winner as income. An IRS Form 1099 and W9 may be issued in the name of the winner for the actual value of the Grand Prize awarded if required by law. All U.S. federal, state and local tax liability, and any

other costs and expenses associated with acceptance or use of Grand Prize not specifically provided for in these Official Rules are solely the winner's responsibility.

RELEASED PARTIES SHALL NOT HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO THE GRAND PRIZE OR ANY ACTIVITY RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE, INCLUDING TO WINNER'S GUEST.

7. PUBLICITY:

By entering the Sweepstakes, entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, Entry, and any video footage related to the Grand Prize, for Sponsor's advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

8. RELEASE:

By entering the Sweepstakes, Entrant agrees that Sponsor, Administrator any other Sweepstakes entity, their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives (collectively "Released Parties") are indemnified, released and will be held harmless by entrant from any and all liability, claims, or actions of any kind whatsoever for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of Grand Prize. By participating in the Sweepstakes, each winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to Grand Prize.

Entrants agree to indemnify, defend, and hold harmless the Released Parties from any and all liability arising out of or relating in any way to entrant's participation in the Sweepstakes and to release all rights to bring any claim, action, or proceeding against the Released Parties arising out of participation in the Sweepstakes, use of the Website, or receipt or use of the Grand Prize or any element thereof, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of Entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. Entrants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of any Sweepstakes-related website(s), or the acceptance, receipt, or use of the Grand Prize or component thereof. Entrants further agree that in any cause of action, the Released

Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

The Released Parties assume no responsibility for and will disqualify Entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the Entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. The Released Parties assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing Entries, identifying the winners, in the announcement of the prizes and winners, the delivery of the prizes, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system or software related to or resulting from participation in, uploading any materials or downloading any materials in the Sweepstakes. Use of any device to automate or subvert entry is prohibited and any Entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered or attempted to tamper with the entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such winner or the Released Parties into disgrace (e.g., including but not limited to, a person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. . If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of these Official Rules and any marketing or other materials used in connection with the Sweepstakes, the terms of these Official Rules will govern. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

9. GENERAL CONDITIONS:

Released Parties are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer,

network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such Entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer, or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Ferrara and will not be returned. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR ADMINISTRATOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

10. DISPUTE RESOLUTION:

As a condition of entering the Sweepstakes, entrant agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Sweepstakes, or prizes awarded, will be resolved individually, without resort to any form of class action; and 3) all claims, judgments, and awards will be limited to actual out-of-

pocket costs incurred, but in no event will entrant be entitled to receive attorneys' fees or other legal costs. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules. All entrants expressly agree that any legal proceedings arising out of or relating in any way to this Sweepstakes, or these Official Rules must be brought only in the federal or state courts located in Cook County, Illinois, and entrants' consent to the mandatory and exclusive jurisdiction of such courts with respect to any such legal proceedings.

11. PRIVACY POLICY:

See Sponsor's privacy policy located at <https://www.ferrarausa.com/privacy-policy> for details regarding the use of personal information collected in connection with this Sweepstakes. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly available winner's list. By participating in the Sweepstakes, entrants hereby agree that Sponsor may collect and use their personal information submitted with the entry. Among other things, the information you provide may be used to send you company updates and announcements from Sponsor concerning the company and its products. By participating in the Sweepstakes, entrants hereby agree that Sponsor may share their personal information submitted with the entry for the purposes of winner selection and fulfillment.

12. SPONSOR:

Ferrara Candy Company, 404 W. Harrison St. Suite 650, Chicago, IL 60607.

13. SEVERABILITY:

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

14. USE OF TRADEMARKS:

The use of a third-party trademark in connection with any prizes being awarded in this Sweepstakes is for the purposes of prize description only and such use is not intended to suggest or imply sponsorship, endorsement, or the approval of this Sweepstakes.

15. ADMINISTRATOR:

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017.

16. WINNER'S LIST:

For the name of the winner, handprint your name and complete address on a 3" x 5" card and mail to: Nerds Sweepstakes Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by June 1, 2024.

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