

## HARIBO Goldbears Giveaway Official Rules

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

**1. Eligibility:** The HARIBO Goldbears Giveaway (the "Promotion") 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. The Promotion consists of a sweepstakes ("Sweepstakes") and a special offer ("Offer"), which is only available to the first 10,000 entrants who complete the steps outlined in Section 3. Employees of HARIBO of America, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), Barkley, LLC, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. 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. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** HARIBO of America, Inc., 9500 Bryn Mawr Ave, Suite 700, Rosemont, IL 60018.  
**Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion takes place on September 16, 2024, starts at approximately 9:00 a.m. Central Time ("CT"), and ends at 11:59 p.m. CT or when 10,000 valid registrations have been received, whichever occurs first (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for the Promotion.

**4. How to Enter the Sweepstakes and Receive the Special Offer:** During the Promotion Period, visit [www.haribogoldbearsgiveaway.com](http://www.haribogoldbearsgiveaway.com) ("Promotion Site") and follow the links and instructions to accurately complete and submit the registration form, including your first and last name (initials are not sufficient), a valid email address, valid home address (P.O. Boxes are not permitted), and date of birth. By completing these steps and agreeing to these Official Rules, you will receive one (1) entry into the Sweepstakes, and you will receive one (1) coupon that may be used at participating retailers to purchase one (1) bag of any HARIBO product (up to 8 oz) with a maximum value of \$2.99, (herein "Reward"). Coupon expires 02/28/25. Additional terms and conditions included on the coupon apply. Coupon will be sent to the mailing address provided at registration approximately 8-10 weeks after the Promotion ends. ***If the limit of 10,000 registrations is reached before 11:59 p.m. CT, no additional participants will be eligible to participate.***

Limit: one (1) Sweepstakes entry and one (1) Reward per email address and IP address. Multiple entrants are not permitted to share the same email address or IP address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, IP addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and may result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

**5. Sweepstakes Drawing:** Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around September 19, 2024. Potential winners will be notified via email. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or

forfeits the prize, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

#### **6. Prizes, Approximate Retail Value (“ARV”), and Odds of Winning:**

- A. Prizes: TEN (10) GRAND PRIZES:** Each winner will receive a HARIBO branded merchandise package consisting of one (1) unisex t-shirt (offered in sizes S-XL, subject to availability), one (1) tote bag, one (1) clear bag, one (1) drawstring bag, one (1) light, one (1) lunchbox, assorted stickers, six (6) 5 oz bags of HARIBO Wild Berry Goldbears, and six (6) 5 oz bags of HARIBO Goldbears Original. ARV: \$84.00.
- B. Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$30,740.00.
- C. Odds of Winning:** The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period. Accordingly, the odds of winning a Sweepstakes prize will be no more than 1:1,000.

**Additional Details About Prizes and Rewards:** Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner’s responsibility. 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. Prizes will be fulfilled approximately 8-10 weeks after winner confirmation/conclusion of the Promotion. Once shipped, prizes and the Reward shall be considered delivered and Sponsor shall have no responsibility for any shipment that is delayed, damaged, lost, misdelivered or stolen, or for any incorrect shipping address provided by winner. In the event of any delivery issues, prize and Reward shall not be replaced or substituted with any alternate prize or compensation. Prize winners and Reward recipients shall look solely to shipping carrier for any lost, damaged, misdelivered, stolen, or delayed shipment. Limit of one (1) Sweepstakes prize per person.

**7. Release:** By receipt of any prize or Reward, winners agree to release and hold harmless Sponsor, Barkley, LLC, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of a prize or Special Offer (including any injury or harm related thereto).

**8. Publicity:** Except where prohibited, participation in the Promotion constitutes each winner’s consent to Sponsor’s and its agents’ use of winner’s name, prize/Special Offer information, likeness, photograph, social handle, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Promotion, or any event or cause beyond Sponsor’s control (e.g. events such as natural calamities, national

emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Promotion, including but not limited to fulfillment of the prize(s) or Special Offers, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion, including but, not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In no event will more prizes or Special Offers than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes being 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. In the event there is a discrepancy or inconsistency between, any other statements contained in any Promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software, including but not limited to the Promotion Site; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Promotion, or to the receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if it is possible.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize or Special Offer awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or State Court of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 Promotion, 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.

**12. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason

be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy: [Privacy policy \(haribo.com\)](https://www.haribo.com/privacy-policy).

**14. Sweepstakes Winner List:** All winners of prizes in the Sweepstakes will be included in the winner list. Entering the Sweepstakes constitutes consent to inclusion of the entrant's first name, last initial, city and state of residence, and prize details in the winner list. For a winner list, please click [HERE](#). The Sweepstakes winner list will be posted after winner confirmation is complete.

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