

2025 GERBER® Canada's Photo Search Contest

Official Rules (the "Rules")

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE CONTEST IS VALID IN CANADA ONLY (AND IS OPEN ONLY TO ELIGIBLE PERSONS, AS SPECIFIED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, LLC. and Facebook Inc. Information is being provided to the Sponsor (defined below), not to Instagram, LLC. and Facebook Inc. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram, LLC. and Facebook Inc. Your participation in this Contest must at all times comply with all applicable Instagram and Facebook terms of service. In the event of any violation of such terms of service, the Sponsor may, in its sole and absolute discretion, disqualify you from the Contest.

Contest Period

1. The 2025 GERBER® Canada's Photo Search Contest (the "**Contest**") commences at 12:00 PM ET on Monday, November 3, 2025 and ends at 11:59:59 PM ET on Monday, November 24, 2025 (the "**Contest Period**"). All entries must be received by 11:59:59 PM ET on November 24, 2025 (the "**Contest Closing Time**"). Entries submitted after the Contest Closing Time will not be accepted.

Eligible Persons

2. The Contest is only open to legal residents of Canada who have reached the age of majority in their Province or Territory of residence at the time of entry, excluding: (a) employees, directors, officers, representatives and agents of: (i) Nestlé Canada Inc. (the "**Sponsor**" and/or "**Contest Administrator**"); (ii) any affiliates of the Sponsor or the Contest Administrator; (iii) any of the Sponsor's advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (iv) any persons or entities involved in judging the Contest; and (b) all persons with whom those specified in (a) are domiciled or immediately related. The persons and entities specified in (a) and (b) are referred to collectively herein as the "**Contest Entities**". For the purposes of these rules, two people are "immediately related" if one is the husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather or father-in-law of the other. For clarity, groups, clubs, organizations, businesses and commercial and non-commercial entities cannot enter the Contest.
3. In addition to the foregoing requirements, a person is only eligible to post a Photo (defined below) and enter the Contest as described below if he or she is: (a) the parent or legal guardian

of the child depicted in the Photo; or (b) a relative of the child depicted in the Photo who has the consent of the child's parent or legal guardian to enter the Contest.

4. An entrant must meet the eligibility requirements set out in these Rules from the time of entry until the time he/she/they is confirmed a winner and/or if he/she/they becomes a winner.

How To Enter

NO PURCHASE NECESSARY. Purchase is not required to enter the Contest and will not improve your chances of winning. This Contest takes place on the social media application Instagram ("Instagram" or the "Application"), and requires you to have a valid, public user account to enter. Registration is free: (visit www.instagram.com) or download application onto your smart phone or tablet device and follow the onscreen instructions to register.

Entrants are NOT permitted to use any photo editing tools, collage applications or filters for their entries on either Application.

How to Enter on Instagram

5. If you do not already have an Instagram account, set up an Instagram account by downloading the Instagram app on iOS or Android, or by visiting www.instagram.com. Once you have your own personal Instagram account, ensure that your Instagram account is set to "Public".
6. Using the Application, upload and post a photograph of your child (who must be thirty-six (36) months of age or less at the end of the Contest Period) to your personal public Instagram account feed (a "Photo") and include the following for your chance to win one of the Contest prizes (the "Prizes"). Photos must be uploaded and posted to your Instagram account feed during the Contest Period ("the **Contest Period**").
 - I. Be sure you're following **@Gerber_ca** on Instagram
 - II. Upload a photo of your little one to your public Instagram account
 - III. In your contest entry post, tell us how your baby has inspired smiles and laughter by providing a brief description
 - IV. Use our contest hashtag in your caption **#GerberCAPhotoSearch2025**
 - V. Tag us in your post **@GERBER_ca**

If your account is not set to "Public" or is otherwise unavailable to the Sponsor, your entry will not be visible to the Sponsor. Any entry that is not visible to the Sponsor will not constitute an eligible entry in the Contest. To ensure your entry is visible to the Sponsor, set your Instagram account to "Public" until all winners have been announced. The Releasees shall bear no legal liability, express or implied, in relation to any entries that are not visible to the Sponsor. Photos cannot have any filters applied to them and the image of your child cannot be have been modified in anyway.

7. Instagram videos are not acceptable forms of entry, including using formats like GIFs or applications like Boomerang®. Instagram Stories are not acceptable forms of entry.

Photo Restrictions

8. By participating in this Contest and posting a Photo to the Application, each entrant agrees to be bound by these Rules and further represents and warrants that in respect of each such Photo, that
 1. the child or children depicted in the Photo are appropriately covered and depicted in an appropriate manner. The Sponsor will not accept any entries that contain photos depicting a child or children who are undressed. The child or children depicted in the Photo must be presented in a safe manner, observing reasonable safety practices for children of that age. The Sponsor and/or its moderator shall have sole discretion to determine the appropriateness of the Photo. The Sponsor reserves the right to remove the entry without informing the entrant if the Sponsor and/or its moderator deems the entry to be inappropriate; Photos cannot have any filters applied to them or the image of your child cannot be have been modified in anyway.
 2. the Photo was not taken earlier than thirty (30) days prior to the date on which it is uploaded using the Application;
 3. he or she is the parent or legal guardian of the child depicted in the Photo or a relative of the child depicted in the Photo with the consent of the child's parent or legal guardian to submit the Photo as part of the Contest;
 4. the child depicted in the Photo will be thirty-six (36) months of age or less at the end of the Contest Period;
 5. sets of multiple children thirty-six (36) months of age or less from the same household will be accepted (i.e. twins, triplets, quadruplets). If a photo entry that contains multiple babies is the winner of a Prize (defined below) the Prize will be split equally between the winning babies;
 6. the Photo is original to him/her/them, it is not a duplicate or modified version of any other Photo previously entered in the Contest or in any other contest or promotion, it has never been previously exhibited publicly outside of this Contest and he/she/they has all necessary rights in the Photo and all of its components to enter it in the Contest;
 7. at the time that it is provided, any information contained within the Photo is true, accurate, complete and not misleading;
 8. the Photo does not contain any viruses, bugs or other elements that could impair, slow down or otherwise cause damage to the Application, any other Sponsor property or the property of third parties;
 9. each of the winners will be required to post a Photo that is of a good technical quality (resolution, clarity and lighting);
 10. the Photo is not obscene, indecent, threatening, harassing, abusive or otherwise inappropriate, including, without limitation, through the depiction of violent, humiliating, derogatory, racist, sexist, illegal, risky or vulgar scenes;
 11. the Photo does not contain any personal information, including, without limitation, personal names, email addresses, street addresses, other contact information or licence plate numbers;
 12. the Photo does not contain any commercial messages or URLs or links to other websites;
 13. both amateur and professional photos are permitted, provided the entrant has the rights to use and enter the Photo in the Contest;

14. the Photo does not, and will not, in any way, give rise to any claims of infringement or defamation, give rise to any claims for any payment whatsoever or breach the rights of any third parties, including, without limitation, any rights of privacy, personality, confidentiality, trademark, copyright or other intellectual property; and
 15. the Photo, entrant and entry information does not, and will not, in any way, harm, defame or impair the public image and goodwill of the Sponsor or of any of the *Nestlé GERBER®* brands.
9. BY POSTING A PHOTO, EACH ENTRANT AGREES THAT THE PHOTO COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE SPONSOR AND THE RELEASEES (DEFINED BELOW) SHALL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, IN RELATION TO ANY PHOTOS, INCLUDING, WITHOUT LIMITATION, IN RELATION TO ANY USE MADE OF ANY SUCH STORIES OR PHOTOS BY THE RELEASEES.
 10. Any Photos that the Sponsor deems, at any time, in its sole and absolute discretion, to be in violation of these Rules will be removed from the Application and will not constitute eligible entries in the Contest.

Use of Photos

11. By entering the Contest and uploading a Photo using the Application, each entrant:
 1. grants to the Sponsor and its agents and designees, in perpetuity, a non-exclusive, worldwide, irrevocable, royalty-free license to publish, display, reproduce, modify, edit or otherwise use the Photo, in whole or in part, in its original form or as edited or modified in any way at the direction of Sponsor, anywhere in the world and in any and all forms of media whatsoever, in connection with this Contest or for any other advertising, promotional, commercial or other lawful purposes whatsoever in the sole and absolute discretion of the Sponsor, including, without limitation, in association with the entrant's first name;
 2. waives any and all moral rights the entrant may have in and to the Photo in favour of the Sponsor and its agents and designees, including, without limitation, any person authorized by the Sponsor to publish, display, reproduce, modify, edit or otherwise use the Photo;
 3. agrees to release, defend and indemnify the Releasees, Instagram LLC. and Facebook Inc. from any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, arising out of or relating in any way to the Photo or the use of the Photo in any way by the Releasees or Instagram LLC. and Facebook Inc., including, without limitation, any and all liability, claims, losses, actions and damages based upon rights of privacy, personality, confidentiality, trademark, copyright or other intellectual property;

all without any limitation of any kind, without any right of approval and without any obligation upon the Sponsor to make any payment of any other compensation or consideration of any kind to the entrant.

Prizes and Odds of Winning

Semi-Finalist Prizes

12. There are a total of ten (10) semi-finalist Prizes (each, a “**Semi-Finalist Prize**”) available to be won at the outset of this Contest. Each Semi-Finalist Prize consists of one (1) Semi-Finalist Gift Pack, including a variety of Gerber snacks, cereals, and meals. The approximate retail value of each Semi-Finalist Prize is approximately one hundred Canadian dollars (\$100.00 CAD).
13. The approximate odds of winning a Semi-Finalist Prize depend on the total number and caliber of eligible entries received prior to the end of the applicable Weekly Period. Semi-Finalist Prize winners will be announced on GERBER Canada's Instagram and Facebook pages the following week, once all 10 potential Semi-Finalist Prize winners have been confirmed.

Grand Prize

14. There is a total of one (1) grand prize (the “**Grand Prize**” and together with the Semi-Finalist Prizes, the “**Prizes**”) available to be won at the outset of this Contest. The Grand Prize will be selected from the 10 Semi-Finalist Prize winners according to Rule 22.
 1. The Grand Prize consists of a two thousand five hundred Canadian dollar (\$2,500.00 CAD) personal cheque to be used towards the purchase of a Registered Education Savings Plan registered in the name of the child depicted in the winning Photo. If multiple children win the Grand Prize, a single cheque for the above amount will be made jointly in the names of all winning children. The child or children depicted in the Prize-winning Photo will also be awarded the title of the GERBER® Canada’s 2025 Spokesbaby and Gerber Chief Growing Ambassador and a member of the Sponsor will contact the Prize winner via email to write a biography of the winning child. In addition, the Grand Prize Winner will also receive monthly Gerber gift boxes. The Grand Prize winner will be required to provide the Sponsor with 6 to 8 additional photographs of the selected GERBER® Spokesbaby/Spokesbabies, to be mutually agreed upon by Sponsor and Grand Prize winner. The Grand Prize winner shall give the Sponsor written permission to use all mutually agreed-to photographs in GERBER® promotional material for one (1) year from the date permission is granted. The use of all additional photographs provided to the Sponsor shall be subject to the provisions of Section 16 of these Rules. The approximate retail value of the Grand Prize is three thousand three hundred Canadian dollars (\$3,300.00 CAD).

The approximate odds of winning the Prize depend on the total number and caliber of eligible entries received by the Contest Closing Time.

General Prize Terms

15. All amounts and costs related to the Prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of the Prizes, which are not expressly covered by the Sponsor are the responsibility of the individual winner. It is the individual winner’s responsibility to understand and abide by any federal, provincial, territorial, local or foreign tax laws that may apply to receipt of the Prizes.
16. A person eligible to win any of the Prizes must accept the Prize as awarded and may not transfer such Prize or substitute or exchange for, or apply the Prize’s value towards, cash or a higher cost or alternative prize. Prizes are non-refundable, cannot be replaced if lost or stolen and is provided on an “as is” basis, without any representation or warranty of any kind. The Sponsor

reserves the right, in its sole and absolute discretion, to make substitutions of equivalent or greater kind or value in the event of the unavailability of all or part of the Prizes or for any other reason whatsoever.

How Prizes are Awarded

17. At the conclusion of the Contest Period, a judging panel (the “**Gerber Council**”) consisting of representatives of the Sponsor, the composition of which is to be determined by the Sponsor in its sole and absolute discretion. The Gerber Council will judge all accepted entries based on a demonstration of consistency with the GERBER® brand, which includes following criteria: (a) diversity and inclusion; (b) realness/realistic appearance; (c) expressiveness; (d) happiness; (e) sociability; and (f) safety; (the “**Criteria**”) and select, in its sole and absolute discretion, ten (10) Semi-Finalist Prize winners. The Gerber Council will then judge the Semi-Finalist Prizes based on the same above Criteria and select, in its sole and absolute discretion, one (1) Grand Prize winner. The Gerber Council will carry out the judging process according to the foregoing Criteria, evaluated in its sole and absolute discretion, between **November 25, 2025** and **December 11, 2025** and will, between **December 12, 2025** and **December 19, 2025**, announce the potential winners of the Semi-Finalist Prizes and the Grand Prize.

Winner Notification

18. Within three (3) business days of the date on which his/her/their entry is selected as a potential winner, the potential winner of the Prize will be notified through Instagram’s direct messaging feature originating from the **@GERBER_ca** Instagram account requesting a response from the potential winner. If the potential winner fails to respond to such communication within seventy-two (72) hours, then, at the Sponsor’s sole and absolute discretion, that potential winner may be disqualified without liability to the Sponsor. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. After initial contact is made via the application or email, a potential winner must provide contact details including an email address, phone number and physical home address for purposes of administration of the required Contest documentation. The potential winner will then receive further communication from the Contest Administrators to complete the winner notification process. Through the winner notification process, the potential winner must confirm his/her/their eligibility and indicate his/her/their willingness to accept the applicable Prize. Once a winner has been confirmed by the Sponsor, the Sponsor may publicly announce the winner on Instagram and Facebook.

Declaration and Release and Skill-Testing Question

19. Before being confirmed as a winner of a Prize, the potential winner must complete and return, within 72 hours of receipt, a Declaration and Release Form (the “**Declaration and Release**”), which (among other things):
 1. confirms compliance with these Rules;
 2. acknowledges acceptance of the Prize as awarded;

3. releases the Contest Entities and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all liability in connection with this Contest, the potential winner’s participation therein and the awarding and use/misuse of the Prize or any portion thereof; and
 4. confirms the potential winner’s consent to the publication, reproduction and/or other use of his/her/their name, address, voice, statements about the Contest and/or Photo and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast or the internet.
20. Further, prior to being confirmed as a winner of a Prize, each potential winner must also correctly answer a mathematical skill-testing question contained in the Declaration and Release, without assistance of any kind, whether mechanical, electronic or otherwise.
 21. If a potential winner fails to return the properly executed Declaration and Release within the specified time period, the Sponsor may, in its sole and absolute discretion, disqualify the potential winner, thereby forfeiting any and all rights the potential winner may have to the Prize. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules.
 22. If a selected potential winner does not meet the eligibility requirements, does not correctly answer the mathematical skill-testing question, does not complete and return the Declaration and Release, is unable or unwilling to accept the Prize as offered or elects to decline the Prize, he/she/they will be disqualified and an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. Any disqualified winner will not receive any alternate prize, substitution or compensation.
 23. Upon satisfaction of all requirements of these Rules, including, without limitation, receipt of the completed Declaration and Release, winners will be contacted to make further Prize delivery arrangements.

Privacy

24. The Sponsor respects your right to privacy and works at all times to comply with all applicable data protection and privacy laws. Except as expressly set out in these Rules, in the Sponsor’s Privacy Policy (available at www.madewithnestle.ca/privacy-policy) or as otherwise agreed to by you, any personal information provided in connection with this Contest will only be collected, used and disclosed by the Sponsor and its third party partners and service providers for the purposes of administering and conducting this Contest, including, without limitation, verification of eligibility and identity and awarding and delivering Prizes. Please note that personal information provided as part of this Contest may be collected in, transferred to and processed and stored in jurisdictions outside of Canada. Such information will be subject to the general laws applicable within those jurisdictions, including, without limitation, possible access by regulatory authorities. The Sponsor will not sell, share or otherwise disclose personal information provided in connection with this Contest to or with third parties or agents, other

than to third parties or agents engaged by the Sponsor to fulfill the above purposes or as permitted or required by the applicable laws.

Additional Rules and Restrictions

25. By participating in this Contest, entrants agree to abide by and be bound by these Rules and the decisions of the Sponsor and the Contest Administrator, which shall be final and binding on all entrants in all matters relating to this Contest, In the event an entrant wins a Prize and is later found to be in violation of these Rules, he/she/they will be required to forfeit the Prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after winner has used the Prize. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the Prize.
26. Proof of sending (regardless of method) is not proof of receipt by the Sponsor or Contest Administrator. Incomplete, altered, mutilated or garbled entries will be disqualified. The Releasees are not responsible for lost, late, misdirected, garbled, stolen, incomplete, invalid, unintelligible or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, the effects of hackers, the failure of any electronic equipment, computer transmissions and/or network connections or any other reason beyond Sponsor's reasonable control; all of which will be disqualified. The Releasees are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including, without limitation, failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entrants are restricted to use of ordinary and typical computer equipment and internet access use in respect of the Contest.
27. The Releasees are not responsible for the cancellation or postponement of any component of this Contest or any associated programs and materials. The Releasees are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, The Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including, without limitation, errors which may occur in connection with the printing or advertising of this Contest, these Rules, administration or execution of the Contest, the conducting of the prize drawing, the cancellation of any element of a Prize, the processing of entries or in the selection or announcement of a Prize or Prize winner.
28. Each entrant must submit an entry and participate in the Contest on his/her/their own behalf. Any entry submitted on behalf of another individual, on behalf of a group or organization, or using another person's email address, name or other personal information will be disqualified and ineligible to claim any Prize.
29. Any attempt by any entrant to obtain more than the specified number of entries by using (or attempting to use) multiple names, identities, email addresses, registrations or logins, or by any other means whatsoever, will entitle the Sponsor, in its sole and absolute discretion, to void that

entrant's entries and disqualify that entrant from the Contest. Entries by any means which subvert the entry process will be void. Any entry that is determined by the Sponsor, in its sole and absolute discretion, to have failed to have been fully completed and submitted during the Contest Period will be rejected. Use (or attempted use) of any automated, macro, script, robotic or other systems or programs to enter or otherwise participate in, subvert or disrupt the Contest, and any other attempt to manipulate, tamper with or defraud any element of this Contest, is prohibited and is grounds for disqualification by the Sponsor in its sole and absolute discretion.

30. In the event of a dispute as to any entry, the authorized account holder of the social media account will be deemed to be the entrant and he/she/they must be eligible according to these Rules. The "authorized account holder" is the natural person assigned a social media account by the organization responsible for assigning social media accounts on Instagram and Facebook. All entries received become the property of the Sponsor and will not be returned or acknowledged.
31. The sole determinant of the time of receipt of an entry for the purposes of determining the eligibility of that entry shall be the Sponsor or Contest Administrator's computer or server.
32. By participating in the Contest, except to the extent prohibited by applicable legislation, each entrant:
 1. consents to the publication, reproduction and/or other use of his/her/their name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet;
 2. releases and agrees to defend and indemnify the Releasees and Instagram, LLC and Facebook Inc. from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an entrant's participation in this Contest, or the acceptance, possession or use/misuse of any Prize or participation in prize-related activities (including but not limited to activity related thereto);
 3. agrees not to make any claim against any of the Releasees, Instagram, LLC and Facebook Inc. or against any third party that may result in a claim against any of the Releasees, in respect of any matter in any way relating to or arising in connection with the Contest; and
 4. acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.
33. The Releasees shall not be liable to Prize winners or any other person for failure to supply any Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond the reasonable control of the Releasees.
34. Sponsor reserves the right to cancel, modify, suspend or terminate the Contest and to modify these Rules at any time without notice, for any reason, including without limitation, if, in the opinion of the Sponsor, in its sole and absolute discretion:

1. fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest;
2. a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest;
3. there is any accident or printing, administrative or other error of any kind related to the Contest.

In the event of an early termination of the Contest, Sponsor reserves the right to determine the Prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

35. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.
36. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Application to participate in the Contest or use the Application.
37. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the entry, the French version of these Rules and/or point of sale, television, print or online advertising, the terms and conditions of these English Rules shall prevail, govern and control.
38. Except where prohibited by law, by completing the act of entering the Contest, each entrant agrees that the Contest, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws, rule or principle that might refer such interpretation to the laws of another jurisdiction). Each entrant irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter related to this Contest.
39. If any provision of these Rules is determined to be invalid or unenforceable, the remaining provisions of these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.
40. Except where prohibited by law, by participating in this Contest, each entrant agrees that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will entrant be entitled to receive lawyers' fees or other legal costs; and (b) 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.
41. A copy of these Rules is available in English at www.nestlebaby.ca/Gerber2023PhotoSearch in French at www.nestlebaby.ca/fr/Gerber2023PhotoSearch

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