

Last Updated July 5

Official Rules for the Nestlé® NIDO® & Cerelac® 2024 Living Traditions Library Giveaway

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.

1. Eligibility: 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., including its Nutrition division, (the “**Sponsor**”); (ii) the independent contest management organization appointed by the Sponsor to administer the Contest (the “**Contest Administrator**”); (iii) any affiliates of the Sponsor or the Contest Administrator; (iv) any of the Sponsor’s advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (v) 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.

2. Entry Period: The Living Traditions Library Giveaway (the “**Contest**”) commences at 12:00:01 AM EST on June 5, 2024 and ends at 11:59:59 PM EST on July 19, 2024 (the “**Entry Period**”). All entries must be received by 11:59:59 PM EST on July 19, 2024 (the “**Entry Closing Time**”). Entries submitted after the Contest Closing Time will not be accepted.

3. Create Your Entry: To enter for a chance to win, you must submit: a video or photo submission on www.thelivingtraditionslibrary.ca (the “**Website**”); and a brief story about the tradition you’re preserving (collectively, your “**Entry**”). Make sure you comply with the entry requirements set forth below. Sponsor reserves the right to disqualify any Entry that does not meet these requirements, as determined by Sponsor, in its sole discretion.

4. Entry Requirements: Your Entry must meet the following requirements:

- a. Your Entry must include a family or cultural tradition, which may include but is not limited to, a recipe, a cultural holiday, celebration or story, to the Website for years to come.
- b. The video/image must be original and not contain any materials not owned or created by the entrant. The use of A.I. (Artificial Intelligence) in your Entry in any way is not allowed.
- c. The Entry may not depict any unsafe or inappropriate content.
- d. The Entry may not prominently feature any third-party trademarks, logos, or artwork. Moreover, it may not violate anyone's rights, including, but not limited to, copyrights or trademark rights. You must have all rights and permissions to submit and share your Entry.
- e. The Entry may not portray Sponsor or its products in a negative light or contain any content that is inappropriate or indecent, as determined by Sponsor, in its sole discretion.

5. Submit Your Entry: Visit [the Website](#) during the Entry Period and submit your video to automatically receive one (1) Entry into the Contest. There is a limit of one (1) entry per email address. Sponsor reserves the right to disqualify any individual that attempts to enter more times or otherwise violates these Official Rules.

By entering, you represent and warrant that your Entry complies with all requirements in these Official Rules and that you have all the rights necessary to grant Sponsor the rights to your Entry described in Section 6. Further, by entering you indicate your agreement to these Official Rules and Sponsor's decisions regarding the Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

6. Sponsor's Rights to Entries: You do not transfer ownership of your Entry by entering the Contest. However, by entering, you grant Sponsor, its agents, licensees, and assigns, an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you.

All entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility from any entrant, which proof shall be in the form required by the Sponsor. Failure to provide proof of identity and/or eligibility to the satisfaction of the Sponsor in a timely manner may result in disqualification.

7. Potential Winner Requirements: potential winner is required to execute and return a Declaration of Eligibility, a Publicity and Liability Release and a Photo Release Waiver. Sponsor reserves the right to disqualify a potential winner if he/she does not sign the necessary forms within five (5) business days of the date the documents are sent. If a potential winner is disqualified, Sponsor may select an alternate potential winner in his/her place according to how prizes are awarded.

8. Prizes and Odds of Winning:

There is a total of one (1) Grand Prize (the “**Grand Prize**”) and three (3) Secondary Prizes (the “Secondary Prizes”) available to be won at the outset of this Contest. Each Grand Prize consists of one (1) cash prize of Two Thousand Canadian Dollars (\$2,000 CAD), one (1) case of Nestlé® NIDO® (retail value of \$145.00 CAD) and one (1) case of Nestlé® Cerelac® (retail value of \$ 108 CAD). Each Secondary Prize consists of one (1) cash prize of One Thousand Canadian Dollars (\$1,000 CAD). The approximate odds of winning a Prize depend on the total number of eligible entries received by the Contest Closing Time.

All amounts and costs related to any 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 a Prize, 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 a Prize.

Any Prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion. Winners may be responsible for paying taxes and any other costs not listed above.

9. How Prizes are Awarded:

A random draw (a “**Grand Prize Draw**”) to award the Grand Prizes, subject to these Rules (including the verification and skill-testing question requirements), will be held on August 12, 2024, at approximately 2:00 PM EST in Toronto, Ontario from all eligible Contest entries received during the Contest Period. One (1) potential winner will be randomly selected in the Grand Prize Draw for each Grand Prize available to be won. The Grand Prize Draw will be conducted by the Contest Administrator.

If, for any reason whatsoever, by the time of a Prize Draw (collectively, the “**Prize Draws**”) no eligible entries have been received or there is an insufficient number of eligible entries to award all of the Prizes allocated to that Prize Draw, any unawarded Prizes will be awarded during the next applicable Prize Draw. This process will be repeated until all Prizes for the Contest are awarded. If, for any reason whatsoever, any Prizes are not awarded following the completion of the final Prize Draw, those Prizes will not be awarded.

The Sponsor and/or its representatives may engage with Contest participants during the Contest Period, but such interactions will have no impact on the process through which Prizes are awarded in accordance with these Rules.

Each potential winner of a Prize will be notified initially by email beginning within five (5) days of the date on which his/her entry was selected as a potential winner. If the Contest Administrator is unsuccessful in its attempts to reach and speak directly with a potential winner by email after three (3) attempts over a seven (7) day period to the email address associated with the potential winner's Entry, 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. Through the winner notification process, the potential winner must confirm his/her eligibility and indicate his/her willingness to accept the applicable Prize. The potential winner will then receive official notification via email or certified or overnight mail delivery. No communications will be entered into other than with the potential winners.

10. Declaration and Release and Skill-Testing Question :

Before being confirmed as a winner of a Prize, each potential winner must complete and return, within ten (10) days of date of receipt, a Declaration and Release Form (the "**Declaration and Release**"), which (among other things):

- (a) confirms compliance with these Rules;
- (b) acknowledges acceptance of the Prize as awarded;
- (c) 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
- (d) confirms the potential winner's consent to the publication, reproduction and/or other use of his/her 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.

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.

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.

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 may be disqualified at the sole and absolute discretion of the Sponsor and an alternate potential winner may 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.

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.

11. General Conditions: In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; or (b) award the prize according to the procedures set forth above from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

12. Release and Limitations of Liability: By entering, you agree to release and hold harmless the Contest Entities, their parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "**Released Parties**") from and against any claim or cause of action arising out of participation in the Contest or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related that may impede entry; (c) any claim or allegation that your Entry infringes any copyright, trademark, or any other intellectual property right; (d) lost, late, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

13. Privacy and Publicity:

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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 <https://www.madewithNestlé.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.

14. Additional Rules and Restrictions:

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, where applicable. In the event an entrant wins a Prize and is later found to be in violation of these Rules, he/she will be required to forfeit the Prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after the winner has used the Prize. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the Prize. 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.

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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.

Each entrant must submit an entry and participate in the Contest on his/her 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.

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.

In the event of a dispute as to any entry, the authorized account holder of the email address included in the Entry for that entry will be deemed to be the entrant and he/she must be eligible according to these Rules. 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. All entries received become the property of the Sponsor and will not be returned or acknowledged.

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.

By participating in the Contest, except to the extent prohibited by applicable legislation, each entrant:

- (a) consents to the publication, reproduction and/or other use of his/her 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;
- (b) acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.

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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.

Sponsor reserves the right, to cancel, modify, suspend or terminate the Contest, to change any Contest draw dates 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:

- (c) fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest;
- (d) a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest; or
- (e) 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.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or time frames 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.

The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Website to participate in the Contest or use the Website; OR The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of The Living Traditions Library to participate in the Contest.

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.

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.

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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.

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.

A copy of these Rules is available on the Website. If you have any questions regarding the Contest, or if you would like a list of the Contest winners once they are named, please contact the Sponsor through its contact information on the Website.

15. **Sponsor/Administrator:** The Contest is sponsored by Nestlé Canada Inc.