

## 2024 JOURNIE - NESTLÉ GIFT CARD 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.**

### Contest Period

The 2024 Journie - Nestlé Gift Card Contest (the “**Contest**”) commences at 12:00:01 AM Eastern Time (“ET”) on November 20, 2024 and ends at 11:59:59 PM ET on January 14, 2025 (the “**Contest Period**”). All entries must be submitted by 11:59:59 PM ET on January 14, 2025 (the “**Contest Closing Time**”). Entries submitted after the Contest Closing Time will not be accepted.

### Eligible Persons

The Contest is only open to legal residents of Canada, who have reached the age of majority in their province of residence, excluding: (a) employees, directors, officers, representatives and agents of: (i) Nestlé Canada Inc., (the “**Sponsor**”); (ii) Parkland (the “**Contest Administrator**”); (iii) the National Hockey League (“**NHL**”), its member teams, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities collectively, the “**NHL Entities**”); (iv) any affiliates or subsidiaries of the Sponsor, the Contest Administrator or the NHL Entities; (v) any of the Sponsor’s or the NHL Entities’ advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (vi) 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 (2) people are “immediately related” if one (1) 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.

An entrant must meet the eligibility requirements set out in these Rules from the time of entry until the time he/she is confirmed a winner (if he/she 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.**

There are two (2) ways to participate in the Contest: by purchasing three (3) eligible products and scanning your Journie app (as defined below), or by submitting a “No Purchase Entry” (as described below). To enter via either method of entry, take the following steps during the Contest Period to receive one (1) entry into this Contest, subject to these Rules, and a chance to win one (1) of the Contest prizes (each a “**Prize**”, collectively the “**Prizes**” as further described below):

**a) Purchase Entry.** To enter by making a purchase (a “**Purchase Entry**”), you must purchase three (3) of the qualifying Sponsor products from a participating Journie station where you can earn in-store (the participating stores are available at <https://journie.ca/en-CA/destinations>) during the Contest Period and scan your Journie Rewards app at time of purchase; Three (3) qualifying products must be purchased during a single transaction to receive an entry. A list of qualifying products is shown in **Exhibit A** (each, a “**Qualifying Product**”). When you purchase the Qualifying Products, you must scan your Journie Rewards app or enter your 10-digit phone ID at checkout. Once you have scanned your app or entered your 10-digit phone ID, the Contest

Administrator will review your entry for compliance with these Rules, which decision is subject to further review in accordance with these Rules. If the entry is verified, you will: receive one (1) Purchase entry.

**Entry Limit.** Limit of one (1) Purchase Entry per person per day. For purposes of these Rules, a 'day' is defined as any twenty-four (24) hour period during the Contest Period beginning at 12:00:01 AM ET and ending at 11:59:59 PM ET. Each Journie app scan qualifies as one (1) Purchase Entry, regardless of the number of Qualifying Products on any one (1) purchase. Further, if any entrant attempts to obtain more than the specified number of entries, the Sponsor may, in its sole and absolute discretion, disqualify the entrant from the Contest and disqualify all of that entrant's entries.

**Important Note:**

No Purchase Entry. To enter without making a purchase (a "No Purchase Entry.") Eligible Entrants may submit one (1) No Purchase Entry for the Contest without making a purchase transaction and be eligible for a chance to win the Prize by sending by mail a hand-written, original (not mechanically reproduced), distinctly worded, twenty-five (25) word or more description of why the Eligible Entrant likes Nestlé which must include the Eligible Entrant's Journie Rewards App account number, to: 2024 Journie - Nestlé Gift Card Contest mailing address: 25 King Street West Commerce Court, 20<sup>th</sup> floor, Toronto, Ontario M5L 2A1. Entries must be postmarked on or after November 20, 2024 and no later than December 31, 2024 and must be received no later than the Prize Draw date (as defined below). Limit of one (1) entry per envelope with sufficient postage. All mail-in entries will bear the same odds of winning the Prize as regular eligible purchase transactions (No Purchase Entry together with Purchase Entry, an "Entry" or "Entries").

**Prizes and Odds of Winning** There are three (3) Prizes available to be won at the outset of this Contest. Each Prize consists of: a five-hundred dollar (\$500) NHLShop.ca e-Gift Card. The approximate odds of winning one of the Prizes depend on the total number of eligible Entries received by the Contest Closing Time. Only one prize can be won per Journie member account. 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 stated as covered by the Sponsor in these Rules 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. The NHLShop.ca e-Gift Cards are subject to terms and conditions.

A person eligible to win a Prize 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. All Prizes are non-refundable, cannot be replaced if lost or stolen and are provided on an "as is" basis, without any representation or warranty of any kind.

NHLShop.ca eGift Cards: (Total: \$1500 CAD)  
3 x \$500 CAD NHLShop.ca eGift Card

**How Prizes are Awarded**

A random draw (a "**Prize Draw**") to award the Prizes, subject to these Rules (including the verification and skill-testing question requirements), will be held on or around January 28, 2025 at approximately 2:00 PM ET in Toronto, Canada from all eligible Contest entries received during the Contest Period. Three (3) potential winners will be randomly selected in the Prize Draw for

the Prizes available to be won. The Prize Draw will be conducted by the Contest Administrator. The potential winners of the Prizes will be notified initially by email with the email address they used to register their Journie Rewards account, within seventy-two (72) hours of the Prize Draw date. The Contest Administrator will not attempt any additional communication with the Entrant if he/she/they cannot be reached. The same terms and conditions of the present section of the Contest Rules apply to any subsequent Prize Draw. Through the winner notification process, the potential winners must confirm his/her eligibility and indicate his/her willingness to accept the applicable Prize. The potential winners 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.

### **Declaration and Release and Skill-Testing Question**

Before being confirmed as a winner of one of the Prizes, the potential Prize winner must complete and return, within five (5) days of receipt, a Declaration and Release Form (the “**Declaration and Release**”), which (among other things):

confirms compliance with these Rules;

acknowledges acceptance of the Prize as awarded;

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

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 one of the Prizes, each potential winner must also correctly answer a mathematical skill-testing question, which may be contained in the Declaration and Release at the discretion of the Sponsor, without assistance of any kind, whether mechanical, electronic or otherwise.

If a potential winner fails to return the properly executed Declaration and Release within five (5) days following its receipt, 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 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.

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.

Please allow six (6) to eight (8) weeks for delivery of any Prize.

### **Privacy**

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.madewithnestle.ca/privacy-policy>) and Journie's Privacy Policy (available at [Journie.ca/privacy](https://www.journie.ca/privacy)), 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. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

### **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 winner has used the Prize. False, fraudulent or deceptive Entries or acts shall render entrants ineligible for the Prize.

The Releasees are not responsible 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.

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 or winner selection, 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 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.

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: 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;

releases and agrees to defend and indemnify the Releasees 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);

agrees not to make any claim against any of the Releasees 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

acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.

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, viral or bacterial outbreaks, pandemics, epidemics or similar events, 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, , des courses et des jeux, where applicable, 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: fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest; a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest; or 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 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.

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.

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. NHL and the NHL Shield are registered trademarks of the National Hockey League. © NHL 2024. All Rights Reserved. Nestlé trademarks are owned by Société des Produits Nestlé S.A., Vevey, Switzerland and used under license. ©2024 Nestlé. ™ Journie Rewards is a trademark of Parkland Corporation.

**EXHIBIT A**

<b>PRODUCT</b>	<b>SIZE</b>	<b>BULLOCH UPC</b>	<b>SCANNING UPC</b>
Aero Milk Regular	42g	'000059800000116,0005980000011,005980000011	059800000116
Coffee Crisp Regular	50g	'000059800000215,0005980000021,005980000021	059800000215
Kit Kat 4 Finger	45g	'000059800000031,0005980000003,005980000003	059800000031
Kit Kat Chunky Drumstick	44g	'000059800751513,0005980075151,005980075151	059800751513
Coffee Crisp Double Double	50g	'000059800301848,0005980030184,005980030184	059800301848
Kit Kat Chunky Milk	49g	'000059800201711,0005980020171,005980020171	059800201711
Smarties	45g	'000059800000604,0005980000060,005980000060	059800000604
After Eight	40g	'000059800158084,0005980015808,005980015808	059800158084
Aero White	42g	'000059800490856,0005980049085,005980049085	059800490856
Kit Kat 4 Finger White	41g	'000059800849326,0005980084932,005980084932	059800849326
Aero Peppermint	41g	'000059800523110,0005980052311,005980052311	059800523110
Kit Kat Chunky Cookie Dough	52g	'000059800511322,0005980051132,005980051132	059800511322
Rolo	52g	'000059800200806,0005980020080,005980020080	059800200806
Big Turk	60g	'000059800100090,0005980010009,005980010009	059800100090
Mirage	41g	'000059800000758,0005980000075,005980000075	059800000758
Aero Dark & Milk	42g	'000059800100151,0005980010015,005980010015	059800100151
Kit Kat Chunky Rolo	42g	'000059800750684,0005980075068,005980075068	059800750684
Aero Strawberry Scoop	42g	'000059800745901,0005980074590,005980074590	059800745901
Smarties Strawberry	45g	'000059800000727,0005980000072,005980000072	059800000727
Coffee Crisp Iced Crml Capp	42g	'000059800750349,0005980075034,005980075034	059800750349
Kit Kat Hazelnut	41g	'000059800747646,0005980074764,005980074764	059800747646
Crunch	44g	'000059800131803,0005980013180,005980013180	059800131803
Kit Kat Chunky Extreme	42g	'000059800751278,0005980075127,005980075127	059800751278
NESTLE BUTTERFINGER BAR	59g	'000059800010443,0005980001044,005980001044	59800010443
TURTLES	50g	'000059800215909,0005980021590,005980021590	59800215909
NESTLE AERO BUBBLY ORANGE BAR	41g	'000059800299060,0005980029906,005980029906	59800299060
NESTLE SMARTIES	48S	'000059800000024,0005980000002,005980000002	59800000024
Z_NESTLE KIT KAT CHUNKY	24S	'000059800216920,0005980021692,005980021692	59800216920
NESTLE KIT KAT DARK	24S	'000059800000048,0005980000004,005980000004	59800000048
NESTLE KIT KAT CHUNKY WHI	48g	'000059800499316,0005980049931,005980049931	59800499316
NESTLE KIT KAT CHUNKY PB	48g	'000059800299367,0005980029936,005980029936	59800299367

NESTLE MACKINTOSH TOFFEE	45g	'000059800482769,0005980048276,005980048276	59800482769
NESTLE BUTTERFINGER BAR	54g	'000059800299442,0005980029944,005980029944	59800299442
Z_NESTLE KIT KAT CHUNKY PNUT BTTR	42g	'000059800849036,0005980084903,005980084903	59800849036
NEST KIT KAT	SS	'000598000000316,0059800000031,059800000031	598000000316
NESTLE KIT KAT CHUNKY DBL	SS	'000059800848404,0005980084840,005980084840	59800848404
NESTLE KIT KAT DARK	SS	'000059800849302,0005980084930,005980084930	59800849302
NESTLE COFFEE CRISP CARAM	SS	'000059800849937,0005980084993,005980084993	59800849937
NESTLE KIT KAT CHUNKY CKI	SS	'000059800322225,0005980032222,005980032222	59800322225
Z_TURTLES BITES SALTED CAMEL	49g	'000059800504508,0005980050450,005980050450	59800504508
Z_TURTLES BITES ORIGINAL	49g	'000059800504492,0005980050449,005980050449	59800504492
ROLO SNAX	50g	'000059800501309,0005980050130,005980050130	59800501309
SMARTIES SNAX	50g	'000059800501422,0005980050142,005980050142	59800501422
Z_KIT KAT FUDGE SALTED CAMEL	42g	'000059800505758,0005980050575,005980050575	59800505758
KIT KAT GOLD	45g	'000059800511346,0005980051134,005980051134	59800511346
AERO GOLD	42g	'000059800846448,0005980084644,005980084644	59800846448
AERO DARK & MILK	42g	'000059800100151,0005980010015,005980010015	59800100151
COFFEE CRISP VAN ICED CAPP	50g	'000059800746779,0005980074677,005980074677	59800746779
NESTLE KIT KAT 4F DARK	41g	'000059800747554,0005980074755,005980074755	59800747554
KIT KAT 4F CAMEL	41g	'000059800747622,0005980074762,005980074762	59800747622
COFFEE CRISP PUMPKIN SPICE LATTE	42g	'000059800746755,0005980074675,005980074675	59800746755
KIT KAT WHITE	41g	'000059800747981,0005980074798,005980074798	59800747981
Kit Kat Chunky Drumstick	48g	'000059800745260,0005980074526,005980074526	59800745260
Kit Kat Chunky Popcorn	48g	'000059800000710,0005980000071,005980000071	59800000710