

**BUTTERFINGER, BABY RUTH, CRUNCH FINAL FANTASY 7 REMAKE OFFER**

**TERMS AND CONDITIONS**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 13 YEARS OF AGE OR OLDER AT THE TIME OF QUALIFYING PURCHASE.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**VALID WHILE SUPPLIES LAST.**

The Butterfinger, Baby Ruth, Crunch Final Fantasy 7 Remake Offer ("Offer") is sponsored by Ferrero U.S.A., Inc. ("Sponsor") 7 Sylvan Way, Parsippany, NJ 07054, and is administered by Prize Logic, LLC ("Administrator") 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. OFFER PERIOD:** The Offer begins at 12:00 PM Eastern Time ("ET") on March 3, 2020 and ends at 11:59:59 PM ET on May 14, 2020 but is only available while supplies last ("Offer Period"). Sponsor reserves the right to modify or terminate this Offer at any time.
- 2. ELIGIBILITY:** The Offer is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least thirteen (13) years old at the time of Qualifying Purchase (defined in Section 3 of these Terms and Conditions). Employees, directors, officers, and agents of Sponsor, Administrator, Geometry Global, Allied Global Marketing, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer ("Offer Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Void where prohibited or restricted by law. Participation in the Offer constitutes participant's full and unconditional agreement to these Terms and Conditions.
- 3. HOW TO PARTICIPATE IN THE OFFER/OFFER ITEM:** During the Offer Period, a participant must purchase two (2) participating products (the 6 participating products are limited to: single 1.55oz Crunch bar (UPC Code 0-28000-13170-8), single 1.9oz or 2.1oz Baby Ruth bar (UPC Code 0-99900-62546-8 or UPC Code 0-28000-01077-5), single 1.9oz Butterfinger bar (UPC Code 0-99900-10087-3) or 3.7oz Butterfinger 2-pc bar (UPC Code 0-99900-00147-7), 3.3 oz or 3.7oz Baby Ruth 2-pc bar (UPC Code 0-99900-80100-8 or UPC Code 0-28000-00141-4), 2.75oz Crunch 4-pc bar (UPC Code 0-28000-17310-4)) in the same transaction ("Qualifying Purchase"), while supplies last. All purchases must be made during the Offer Period to be eligible for this Offer. As explained below, only purchases with at least two participating products and participating products purchased in even numbers/pairs (i.e., 2, 4, 6, 8, 10) shall be eligible as Qualifying Purchases. Upon making a Qualifying Purchase, an eligible participant must visit [www.butterfingerFF7R.com](http://www.butterfingerFF7R.com) and complete and submit the registration page including but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, date of birth, street address (no P.O. Boxes will be allowed), city, state, and zip code. Participant must then follow the links and instructions to upload a photograph of his/her original Qualifying Purchase register receipt ("Receipt") by 11:59:59 PM ET on May 31, 2020. The file must be in .JPEG, .JPG, .PNG, or GIF, format and may not exceed 8MB. **NOTE: A Qualifying Purchase Receipt may only be used once to receive**

**an Offer Item (as defined below). A Receipt may not be used by more than one (1) participant.** Duplicate, mechanical reproductions, digital, altered receipts or unreadable receipts will not be accepted. Each participant may upload one (1) receipt per day and receive a total of five (5) Offer Items (one [1] of each type of Offer Item) during the entire Offer Period. "Day" is defined as each calendar day of the Offer Period, running from 12:00:01 am ET to 11:59:59 pm ET, except for the first day of the Offer Period, which shall begin at 12:00:00 pm ET.

During the Offer Period, an entrant may also text CANDY ("Keyword") to 87654 ("Short Code") to obtain a link to the Website. **Note that an entrant cannot participate in the Offer solely by texting the Keyword to the Short Code. Message and data rates may apply for each text message sent or received.** You expressly consent to receive up to six (6) autodialed text messages in connection with the Offer. Consent to receive text messages is not required or a condition of purchase. Not all mobile telephone providers carry the service necessary to access the Website. Participants should consult their wireless providers' pricing plans. A participant may, at any time, choose to opt-out/stop receiving text messages by texting "STOP CANDY" to the 87654. If a participant sends an opt-out text message, he/she will be sent a reply text message confirming that he/she has been unsubscribed. For help, text the word "HELP CANDY" to the Short Code. Each Text must be manually key-stroked/entered by the participant. You agree that your text entry constitutes your signature.

Upon verification of eligibility and Receipt, an eligible participant will be sent one (1) offer item ("Offer Item") based on the coordinating number of Qualifying Purchases. Each Offer Item will be awarded as a digital code (each a "Code") and can **only** be redeemed after such Game's release date as set forth herein. There are five (5) different Offer Items available (each a "Tier"). The Offer Item available to a consumer is determined by the number of Qualifying Purchases a participant makes or has made as outlined in the chart below:

Qualifying Purchase Tier	Number of Cumulative Products	Offer Item (each awarded as a digital Code) and Game Release Date	Approximate Retail Value ("ARV")	Number of Offer Items Available
1	2	Midgar Bangle A bangle designed in the image of the great city of Midgar (release date: April 10, 2020)	\$1.99	100,000
2	4	Shinra Bangle A sleek bangle engraved with the Shinra company logo (release date: April 10, 2020)	\$1.99	50,000
3	6	Corneo's Armlet A tacky bangle bearing the Don's mark (release date: April 10, 2020)	\$1.99	50,000
4	8	Superstar Belt	\$1.99	25,000

		A belt declaring one's status as a superstar (release date: April 10, 2020)		
5	10	Mako Crystal A beautiful crystal imbued with mako (release date: April 10, 2020)	\$1.99	25,000

Participant will receive the Offer Item associated with the respective Tier each time he/she makes a Qualifying Purchase of a pair of participating products. To clarify: consumers may achieve a Tier through multiple Qualifying Purchases or a single Qualifying Purchase, but participating products must be purchased in a pair to be eligible (for example - a consumer that purchases two [2] participating products in one [1] Qualifying Purchase will receive the Offer Item for Tier 1; if that same person makes another Qualifying Purchase with four [4] participating products, that consumer will receive the Offer Item for Tier 2 and 3. However, if a consumer purchases two [2] participating products in one [1] Qualifying Purchase, then purchases three [3] participating products in a second Qualifying Purchase, and finally purchases three [3] participating products in a third Qualifying Purchase, the consumer will only the Offer Item for Tier 1, 2, and 3 even though he/she purchased eight [8] total participating products).

Offer Items are subject to availability and only available while supplies last. Only one hundred thousand (100,000) Offer Items for Tier 1, fifty thousand (50,000) Offer Items for Tier 2, fifty thousand (50,000) Offer Items for Tier 3, twenty-five thousand (25,000) Offer Items for Tier 4 and twenty-five thousand (25,000) Offer Items for Tier available are available in the Offer. Offer Item Codes will be e-mailed to the e-mail address provided upon registration within 3-10 days after verification. Participants will receive a reminder e-mail when his/her Offer Item Code can be redeemed (redemption dates based on game release dates; see chart above for release dates). To redeem an Offer Item, participants must create a Sony Entertainment Network ("SEN") account on his/her PlayStation system or at store.playstation.com (or log into his/her existing account), select the PlayStation Store icon on the PS4 system's Home Screen, once in the PlayStation store, select "Redeem Codes" at the bottom of the menu, enter the Offer Item code, select "continue", select "Download" to download the content, and then select "Continue" to complete the redemption on the PS4 system. Offer Items must be redeemed by May 31, 2021. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or force majeure (as defined in Section 4 of these Terms and Conditions). Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Offer Item received, if any. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility.

NOTE: If accessing the Website via a mobile device, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Offer. Participants should consult their wireless provider's pricing plans.

**4. LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, and each of its respective affiliates, subsidiaries, representatives, consultants,

contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Offer Item, Receipt, or Offer related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer; (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions; and (ix) the delay of any release date or other Game details or availability.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer or the Offer Item; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Offer Item (or any component thereof); (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

**WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS 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.

5. **DISPUTES:** THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

6. **PRIVACY POLICY:** Sponsor’s privacy policy is available at <https://www.ferrerousa.com/ferrero-usa/privacy-policy/terms-of-use>.

7. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then

that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

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