

NERDS GAME DAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. **INTERNET ACCESS AND/OR A VALID PHONE NUMBER ARE REQUIRED. STANDARD DATA AND MESSAGING RATES MAY APPLY TO PARTICIPATE IN THE SWEEPSTAKES VIA A MOBILE DEVICE. BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. VOID WHERE PROHIBITED.**

1. PROMOTION PERIOD: The “Nerds Game Day” Sweepstakes Promotion (the “Promotion”) starts at 12:00:01 a.m. Eastern Daylight Time (“EDT”) on September 1, 2024 and ends at 11:59:59 p.m. Eastern Standard Time (“EST”) on March 1, 2025 (the “Promotion Period”). The Administrator’s server shall be the official timekeeper for the Promotion.

2. ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older (or the age of majority in their state of residence, whichever is older) as of date of Promotion entry. Employees of Ferrara Candy Company (the “Sponsor”), Snipp Interactive Inc. (“Administrator”) and each of their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void in Puerto Rico, U.S. Territories and where prohibited by law. This Promotion is subject to all applicable federal, state, local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

3. HOW TO ENTER: There are two ways to participate during the Promotion Period:

- Text “NERDS” to short code 811811 using your web-enabled mobile device (“Device”). You will receive a reply text message with a link to the Website (defined below).
- Via Website: During the Promotion Period go to www.NerdsGameDay.com (“Website”).

Once on the Website, enter your email address, first & last name and accept the Promotion terms and conditions to enter the Promotion (an “Entry”). Limit one (1) Entry per person/email address per day and ten (10) Entries during the entire Promotion Period. For the purposes of this Promotion, a “day” is defined as the twenty-four (24) hour time window between 12:00:01 AM ET and 11:59:59 PM ET. Any entrant using multiple/different email addresses, identities, registrations and logins, or any other methods will void such Entry and that entrant may be disqualified. Use of any robotic, repetitive, programmed or automated computer devices to participate is prohibited and will result in disqualification. Standard message/phone/Internet access and data/usage charges imposed by your online/phone service provider may apply.

Receipt of Entry may be acknowledged, but such acknowledgment does not constitute any representation as to eligibility. Entrants must have a valid email address. Entries will only be accepted on the Promotion Website.

4. ODDS/WINNER SELECTION/NOTIFICATION: Winner will be selected in a random drawing to be conducted by an authorized representative of Sponsor, on or about March 4, 2025 from among all eligible Entries received during the Promotion Period. Odds of winning depend on the number of eligible Entries received. Potential winner will be notified by the email address used to register for the Promotion on or about March 11, 2025 and will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the prize. If a potential winner does not respond to the notification within the forty-eight (48) hour time period, prize may be forfeited, and an alternate potential winner may be randomly selected. Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

Potential winner will be subject to verification of eligibility and will be required to complete, sign, and return an Affidavit of Eligibility, a Release of Liability, a Publicity Release (unless prohibited by law) and an IRS Form W9 to Sponsor or Administrator within three (3) days of prize acceptance. The winner will be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. Winner will be issued an IRS 1099 tax form for the retail value of the prize. If any prize or prize notification is returned as undeliverable, if potential winner is not in compliance with the Official Rules (including eligibility requirements), and/or if potential winner fails to sign and return any required documents or provide required identification by the deadlines set by Sponsor, then the potential winner may be disqualified, and prize may be forfeited. Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information. All material submitted becomes the sole property of the Sponsor and will not be returned. Return of Promotion messages or notification as undeliverable may result in disqualification and alternate selection. In no event will the Sponsor be obligated to award more than the stated number of prizes. Return of any prize as undeliverable will result in disqualification and forfeiture of prize. Potential winner is subject to verification, including verification of age by Sponsor and/or Sponsor's designated agents, whose decisions are final and BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

5. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"): **One (1) Grand Prize:** a Samsung® 65" Smart TV (model QN900D) with protection plan (\$5,360.00), a Samsung® Soundbar (model HW-Q930D/ZA) with protection plan (\$1,408.00), a SANUS TV Mount including professional installation (where available) (\$400.00), Govee TV Backlights (\$165.00), a \$10,000.00 gift card to bbqguys.com, a \$2,000.00 gift card to the grocery retailer of winner's choice, at Sponsor's discretion, \$5,237.00 and up to a one (1) year supply of Nerds Gummy Clusters Candy (\$430.00) awarded in the form of: 48 Nerds Gummy Clusters Candy family-sized bags OR forty-eight (48) manufacturer coupons with a maximum retail value of \$8.99 per coupon (at Sponsor's discretion). Total ARV of Prize: \$25,000.00. Cash portion of prize will be awarded in the form of

a check in US Dollars payable to the name of the verified winner. Use of any gift card, professional installation service and protection plan on electronics are subject to the terms and conditions of the issuer/service provider. Professional installation of TV and/or TV mount may not be available in all areas and will depend on availability in winner's area of residence. Odds of winning depend on the number of eligible Entries received. Unclaimed prize may not be awarded. Prize is nontransferable, non-assignable, and no substitution is allowed, except that Sponsor reserves the right to award an alternate prize of equal or greater value if an advertised prize or portion thereof becomes unavailable. Allow 4-6 weeks for prize shipment from winner verification date. The ARV of any prize listed is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules, and the date the prize is awarded or redeemed. If the actual purchase price of a prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference. The difference in the value of prize as stated herein and value at the time of prize notification, if any, will not be awarded. Winner is solely responsible for all federal, state and local taxes, and for any other fees or costs associated with the prizes received, regardless of whether it, in whole or part, are used. Manufacturers/suppliers and other details of prizes to be determined by Sponsor in its sole discretion. Prizes to be awarded "as is" and any and all warranties and/or guarantees (if any) shall be subject to the manufacturers'/suppliers' terms; therefore, winner agrees to look solely to such manufacturer(s)/supplier(s) for any such warranty(s) and/or guarantee(s), if any. Actual prize awarded may vary from that depicted in advertising materials. Any prize depiction is for illustrative purposes only. Sponsor shall not be responsible for lost or stolen prize, or any part thereof, or any issues arising out of or in connection with winner's use or misuse of a prize, or any part thereof. Prize consists of only the items specifically listed as part of the prize. **RELEASED PARTIES SHALL NOT HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO THE GRAND PRIZE OR ANY ACTIVITY RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE, USE OR MISUSE OF THE PRIZE.**

Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR ADMINISTRATOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

6. **GENERAL RULES:** Incomplete, corrupted, mis-transcribed, or untimely Entries are void and will be disqualified. Sponsor and Administrator are not responsible for incorrect or inaccurate entrant information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the Entries. Sponsor and Administrator are not responsible for lost, late, incomplete, damaged or misdirected Entries/winner notification documents; lost, interrupted, or unavailable network, server, or other connections that may limit participation; or

miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer/phone equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of Entry will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of a Promotion participant or potential winner, the authorized account holder of the email address used to register will be deemed to be the participant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Should any portion of Promotion be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Promotion, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Promotion, and randomly select the winner from among all eligible, non-suspect Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW; SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right in its sole discretion to disqualify any individual it finds: to be attempting to tamper with or undermine the Promotion process, and/or the legitimate operation of the Promotion; to violate the Official Rules; or, to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

7. PRIVACY: Sponsor collects personal information from participants before and after Promotion Entry (and for when they may be deemed a winner of the Promotion) for use in administration of the Promotion. The information collected is subject to the Privacy Policy located at <https://www.ferrara.com/privacypolicy.html>. If you are selected as a winner, your information may also be included in a publicly available winner's list. By participating in the Promotion, entrants hereby agree that Sponsor may share their personal information submitted with the Entry for the purposes of winner selection and fulfillment.

8. RELEASE OF LIABILITY: You hereby release, hold harmless and covenant not to sue the Sponsor, Administrator and each of their respective officers, directors, members, managers, employees, agents, representatives, successors and assigns and advertising and promotion agencies (collectively, the "Released Parties") harmless from and against any third-party claim arising from receipt or use of any prize or Entry. Except where prohibited, participating in the Promotion constitutes permission to the Sponsor to use a winner's name, address, and likeness for promotional purposes in any media without further approval or consideration. By participating in the Promotion, the entrant agrees that Released Parties will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Promotion play, the acceptance, possession, use or misuse of any prize or component thereof, if

applicable, or submission of an Entry, or otherwise participation in the Promotion or participation in any Promotion-related activity, or any typographical or other error in these Official Rules or the announcement or offering of any prize. You hereby represent and warrant that you have read these Official Rules and are fully familiar with their contents and agree to be bound by them.

Entrants agree to indemnify, defend, and hold harmless the Released Parties from any and all liability arising out of or relating in any way to entrant's participation in the Sweepstakes and to release all rights to bring any claim, action or proceeding against the Released Parties arising out of participation in the Sweepstakes, use of the Sweepstakes website(s), or receipt or use of any prize, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of Entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. Entrants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of any Sweepstakes website(s), or the acceptance, receipt, or use of any prize or prize component. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

9. GOVERNING LAW: The Promotion and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Illinois, without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in Illinois and agree that any dispute shall be brought in the state or federal courts in Illinois. You agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Illinois; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages, whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. All entrants expressly agree that any legal proceedings arising out of or relating in any way to this Promotion, or these Official Rules must be brought only in the federal or state courts located in Cook County, Illinois, and entrants' consent to the mandatory and exclusive jurisdiction of such courts with respect to any such legal proceedings. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

10. WINNER'S NAME: For the name of the Grand Prize Winner, send an email to: winners@asmnet.com with "Nerds Game Day Promotion Winner" as the subject line. Requests must be received by March 31, 2025. Winner's name will be provided after winner has been verified and prize has been awarded.

11. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Promotion is Ferrara Candy Company, 404 W. Harrison St., Suite 650, Chicago, IL 60607. The Administrator of the Promotion is Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, MD 20816.

12. **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

13. **USE OF TRADEMARKS:** The use of a third-party trademark in connection with any prizes being awarded in this Sweepstakes is for the purposes of prize description only and such use is not intended to suggest or imply sponsorship, endorsement, or the approval of this Sweepstakes.

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