

Coffee mate Year of Flavor

Official Rules

NO PURCHASE OR PAYMENT OF ANY KINDS IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW. DO NOT PARTICIPATE IN THE PROGRAM (DEFINED BELOW) IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

PARTICIPATION IN THIS PROGRAM (DEFINED BELOW) CONSTITUTES ENTRANT'S (DEFINED BELOW) FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES (THE "OFFICIAL RULES") WHICH ARE A CONTRACT AND TO THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SPONSOR PARTIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.

Program; Program Period

1. The **Coffee mate Year of Flavor Program** (the "**Program**") commences at 12:00:01 AM Eastern Time ("ET") on September 14, 2026, and ends at 11:59:59 PM ET on November 22, 2026 (the "**Program Period**"). All Entries must be submitted by 11:59:59 PM ET on November 22, 2026 (the "**Program Closing Time**"). Entries submitted after the Program Closing Time will not be accepted. The computer clock of Sponsor is the official time-keeping device in the Program, and the Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Program.

The Program comprises of two (2) components: (a) a daily instant win game of chance (the "**Instant Win Game**"); and (b) a sweepstakes drawing (the "**Sweepstakes**"), each a game of chance and as further set out in these Official Rules.

Sponsor; Administrator

2. The Program is sponsored by Nestlé USA, Inc. (the "Sponsor"). The Sponsor's address is 1812 North Moore Street, Arlington, VA 22209 USA. The Program is administered by Snipp Interactive Inc., (the "Administrator").

Eligible Persons

3. The Program is open only to individuals who: (a) are legal residents of one (1) of the fifty (50) United States or the District of Columbia (the "Eligibility Area"); (b) 18 years of age or older at the time of entering the Program; (c) agree to be bound by the terms of these Official Rules; and (d) submit a valid Entry (as defined below) (each such individual, an "Entrant" or "you"). This Program is **not open** to Entrants who are employees, officers, directors, agents and representatives of the Sponsor, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor, the "Sponsor Entities"), and any of their respective parent and affiliate companies or subsidiaries, as well as the immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win the Program.

4. An Entrant must meet the eligibility requirements set out in these Official Rules from the time of Entry until the time they are confirmed a winner, if applicable.

How To Enter

5. **NO PURCHASE NECESSARY. Purchase is not required to enter the Program and will not improve your chances of winning.**
6. There is one (1) method to participate in the Program and to receive Sweepstakes Entries (defined below) and Instant Win Game Plays (defined below) as further set forth below (an Internet connection is required and connection fees may apply).

To Enter take the following steps during the Program Period, as applicable:

6.1. Register/Sign-In to Enter Method.

During the Program Period visit the Program website at coffemate.com/yearofflavor-sweeps (the "Program Site") and follow the onscreen instructions to register online, if you have not done so previously, by providing your name, email address, phone number and mailing address, as well as pass authentication tests requiring the requesting of a one-time password ("OTP") to your mobile phone and entering the OTP on the registration form, and reading and accepting any required terms and conditions. Upon successfully completing the registration process (if you have not done so previously), the Program administrator (the "Program Administrator") will review it for compliance with these Official Rules.

Upon successfully completing the registration process, you will earn: (a) one (1) entry into the Sweepstakes drawing (a "Sweepstakes Entry") for a chance to win a First Prize or the Grand Prize; and (b) one (1) game play for the Daily Instant Win Game (an "Instant Win Game Play" and together with a Sweepstakes Entry, an "Entry") for a chance to win an Instant Win Prize.

Thereafter, during the Program Period and if you have previously registered as set forth above, then upon entering your registered email address, and provided you have successfully completed all required steps, you will earn a further Entry, consisting of: (a) one (1) Sweepstakes Entry for a chance to win a First Prize or the Grand Prize; and (b) one (1) Instant Win Game Play for a chance to win an Instant Win Prize.

OVERALL LIMITS

7. **Entry Limits. Notwithstanding anything to the contrary contained in these Official Rules, each person/Entrant can earn a maximum of one (1) Sweepstakes Entry and one (1) Instant Win Game Play per day of the Program Period.**
8. By participating through any Method, you agree to these Official Rules and to the decisions of the Sponsor and Program Administrator, which are final and binding in all respects.
9. Where you use a mobile device to access the Program, data rates may apply. Please consult with your mobile device service provider regarding rate plans.
10. Any available opt-in opportunities offered in connection with this Program are not required to Enter this Program, and checking any opt-in boxes will not improve your chances of winning.

Prizes

11. There are two (2) classes of Prizes available to be won at the outset of this Program, sweepstakes prizes (each, a "Sweepstakes Prize", comprising First Prizes and Grand Prizes) and instant win prizes (each an "Instant Win Prize"), and together with a Sweepstakes Prize, a "Prize".
12. 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 an 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. 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 a Prize or for any other reason whatsoever.
13. The Approximate Retail Value ("ARV") of any Prize is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. All Prize details not specified in these Official Rules will be determined at the Sponsor's sole discretion. If for any reason a Prize is unavailable, Sponsor reserves the right to modify the Program in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a Prize, or any portion thereof, is permitted by a winner, except that Sponsor reserves the right to substitute a Prize of comparable or greater value in its sole discretion. The Sponsor Parties shall have no responsibility or obligation to a winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize.
14. The value of a Prize may be taxable to the winner as income and an IRS Form 1099 and W9 may be issued in the name of the Winner for the actual value of the Prize awarded. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a Prize not specifically provided for in these Official Rules are solely the winner's responsibility. Failure to complete any component of any Prize does not relieve the Prize Winner of his/her tax obligations associated with winning such Prize.
15. Prize Limits. Each Entrant may win a maximum of one (1) of each type of Prize during the Program, namely one (1) Instant Win Prize, one (1) First Prize and one (1) Grand Prize.
16. Tax True-Up Payment (Grand Prize). As set out below, in addition to the Grand Prize of a \$15,000 physical check, each Grand Prize also includes an additional payment of \$6,000 (the "Tax True-Up Payment") intended to partially offset the winner's U.S. federal income tax liability associated with the Grand Prize. The Tax True-Up Payment is not a guarantee or representation that the winner's actual tax liability will be fully or partially offset, and the actual tax consequences to any winner will depend on that winner's individual circumstances. The Tax True-Up Payment itself constitutes taxable income to the winner, will be included in the value reported on the applicable IRS Form 1099, and is subject to tax. The winner remains solely responsible for all federal, state and local taxes, and any other costs and expenses, arising from or associated with acceptance of the Grand Prize, including any taxes owed on the Tax True-Up Payment. Winners are strongly encouraged to consult their own tax advisors regarding the tax implications of accepting the Grand Prize.
17. THE PRIZE(S) ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE SPONSOR PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

Sweepstakes Prizes and Odds of Winning

18. One hundred five (105) Sweepstakes Prizes will be awarded pursuant to the Sweepstakes Prize Draw described below, consisting of five (5) Grand Prizes and one hundred (100) First Prizes. The description of each Sweepstakes Prize and the Approximate Retail Value ("ARV") of each Sweepstakes Prize is as set out in the table below:

Sweepstakes Prize Type	Total No. of prizes	Specific Description of Prizes	ARV
Grand Prize	5	A years worth of groceries awarded as \$15,000 physical check plus \$6,000 Tax True-Up (tax offset) check per winner	\$21,000.00 each
First Prize	100	One (1) Years supply of Coffee mate® creamer, awarded as a \$200 physical check	\$200.00 each

19. The ARV of all Sweepstakes Prizes is **One Hundred and Twenty Five Thousand United States Dollars (\$125,000 USD)**. No difference between the actual and approximate Sweepstakes Prize value will be provided.
20. The odds of winning a First Prize or the Grand Prize depend on the total number of eligible Sweepstakes Entries received during the Program Period by the Program Closing Time.

Instant Win Daily Prizes and Odds of Winning

21. There are a total of Seven Hundred (700) Instant Win Prizes available to be won at the outset of this Program. The description of each Instant Win Prize and the ARV of each Instant Win Prize is as set out in the table below:

Instant Win Prize Description	Total No. of prizes	ARV
One (1) Coffee mate branded mug	700	\$21 per Instant Win Prize

22. The ARV of all Instant Win Prizes is Fourteen Thousand Seven Hundred United States Dollars (\$14,700 USD).
23. All Instant Win Prizes will be awarded based on random computer-generated Winning Times (defined below). The odds of winning an Instant Win Prize depend on the date/time of Instant Win Game Play, the total number of Instant Win Prizes remaining available at the time of such Instant Win Game Play and total number of eligible Instant Win Game Plays played.
24. **The total ARV of all Prizes available in the Program is One Hundred Thirty Nine Thousand Seven Hundred United States Dollars (\$139,700 USD).**

Sweepstakes Prize Draws:

25. A random draw to select the potential First Prizes and the Grand Prize winners (the "Sweepstakes Prize Draw"), subject to these Official Rules, will be held in Detroit, Michigan on or about November 23, 2026 from all eligible Sweepstakes Entries received during the Program Period. The Sweepstakes Prize Draw will be conducted by the Program Administrator.

Instant Win Game:

26. If found eligible to receive an Instant Win Game Play upon submission, the Instant Win Game will play automatically in the background and the result will be displayed to the Entrant on the screen and sent to the entrant's email address that was entered during registration of the program.
27. Seven Hundred (700) random computer-generated date and time combinations will be generated and selected at the outset of this Program using a computerized randomizer program for each Instant Win Prize available to be won (each, a "**Winning Time**"). The first eligible Instant Win Game Play to be played following each random computer-generated Winning Time will receive the applicable Instant Win Prize and will be sent the corresponding fulfillment instructions.
28. Limit of one (1) Instant Win Prize per Entrant/person for the Program Period. Winning an Instant Win Prize will not disqualify a participant from winning a First Prize or the Grand Prize, and winning a First Prize will not disqualify a participant from winning the Grand Prize or Instant Win Prize. However, no Entrant may win more than one (1) Prize of the same type (i.e., no more than one (1) Instant Win Prize, no more than one (1) First Prize and no more than one (1) Grand Prize per Entrant).
29. If at the end of the Program Period there are any unawarded or unclaimed Instant Win Prizes, the Sponsor reserves the right, in its sole and absolute discretion to award such Instant Win Prizes through a random draw from amongst all eligible Instant Win Game Plays, at a date beyond the Program Period.
30. The Sponsor and/or its representatives may respond to entrants or otherwise engage with Program participants during the Program Period, but such interactions will have no impact on the process through which Prizes are awarded in accordance with these Rules.

Winner Notification

31. Instant Win Prize Winners. Upon playing a valid Instant Win Game Play you will be informed whether you have been selected as a potential Instant Win Prize winner. The potential Instant Win Prize winners will also receive a prize notification via email to their Registered Email Address as soon as reasonably practicable after the winner selection, where they may be asked to provide further information before being awarded the Instant Win Prize.
32. First Prize Winners. The potential winners of a First Prize will be notified by email sent to the Registered Email Address within a reasonable time after the Sweepstakes Prize Draw. If a potential First Prize winner cannot be reached, does not respond, or fails to comply with these Official Rules within five (5) business days of the initial notification, that potential winner may be disqualified at the Sponsor's sole and absolute discretion, and an alternate winner may be selected from among the remaining eligible Entries in accordance with these Official Rules.
33. Grand Prize Winners. The potential winner of a Grand Prize will be notified initially by email sent to the Registered Email Address beginning within one (1) day of the date on which their Sweepstakes Entry was selected as a potential winner. If the Program Administrator is unsuccessful in its attempt to reach and communicate directly with a potential Grand Prize winner by email after one (1) attempt, then the

Program Administrator will follow up with a phone call via the phone number provided on the potential winner's Sweepstakes Entry. If after two (2) phone outreach attempts over the course of two (2) days, the Program Administrator is unsuccessful in its attempts to reach and communicate with the potential winner, at the Sponsor's sole and absolute discretion, that potential winner may be disqualified without liability to the Sponsor and an alternate winner may be selected .

Winner Confirmation

34. The potential Grand Prize winner will be sent a Declaration of Eligibility and Liability & Publicity Release (the "Winner Documentation") via email, which must be duly completed, signed, and returned to Administrator in accordance with the Administrator's instructions within five (5) business days of date of issuance, or such other period as specified by the Administrator.
35. Provided that a potential winner is in compliance with these Official Rules and after having successfully proven eligibility and provided any documentation as may be required by the Program Administrator, the potential winner will be determined to be a Prize "winner". If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if the potential winner fails to return the duly completed Winner Documentation within the prescribed time period (if applicable), if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, they will forfeit the Prize as determined by the Sponsor in its sole discretion, and an alternate winner may be selected from among all 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 Official Rules. and the process of confirming the winner will again be followed. This will be repeated until such time as a Prize winner is ultimately determined, unless the Sponsor determines in its reasonable discretion, after conducting at least three (3) alternate winner selections, that it is unlikely that a Prize Winner will be determined in which case the applicable Prize will remain un-awarded. Sponsor expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary. Any disqualified winner will not receive any alternate prize, substitution or compensation.
36. If a selected potential winner does not meet the eligibility requirements, 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, they 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.
37. Upon satisfaction of all requirements of these Official Rules, including, without limitation, receipt of the completed applicable Winner Documentation, winners will be contacted to make further Prize delivery arrangements.
38. Please allow six (6) to eight (8) weeks for delivery of any Prize.

Verification:

39. All Entries may be subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identification and/or eligibility (in a form acceptable to the Sponsor, including, but not limited to, government-issued photo identification): (i) to verify an individual's eligibility to participate in this Program; (ii) to verify the eligibility and/or legitimacy of any Entry, submission and/or information submitted (or purportedly submitted) for the purposes of this Program; and/or (iii) for any other purpose that Sponsor deems necessary, in its sole and absolute discretion, for the administration of this Program in accordance with Sponsor's interpretation of the

letter and spirit of these Official Rules. Any person who fails to provide such proof to the complete satisfaction of the Sponsor, within the time period specified by the Sponsor, may be disqualified from participating in this Program in the sole and absolute discretion of the Sponsor

Without limiting the generality of the preceding, Entrants must comply with the following conditions, or they may be disqualified, and their Entry may be cancelled:

- Entrants must use a valid email address.
- Multiple Entrants cannot share the same email address.
- Entrants must use the same email address at all times in connection with the Program.
- Use of more than one (1) email address by an Entrant will result in automatic disqualification.
- Multiple accounts created by the same Entrant will be disqualified.

Privacy

40. Any information collected during an entrant's participation in this Program will be collected by Sponsor in accordance with the terms of Sponsor's Privacy Policy. Please review Sponsor's Privacy Policy: <https://privacy.nestleusa.com/>. For information on how your personal information may be used by the Administrator, please read their privacy policy at: <https://www.snipp.com/privacy-policy>
41. Please note that personal information provided as part of this Program may be collected in, transferred to and processed and stored in jurisdictions outside of the United States. 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 Program to or with third parties or agents, other than to third parties or agents engaged by the Sponsor to administer the Program, fulfill prizes, or as otherwise permitted or required by 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.

Release

42. By participating in this Program, you agree to release, discharge and hold harmless Sponsor and Sponsor Parties, and its and their respective directors, officers, employees, agents and assigns; and each of these companies' and individuals' respective successors, representatives and assigns (the "Released Parties") from and against: (a) any claims, liabilities, losses, and damages arising out of, or relating to, your participation in this Program or any Program-related activities and the acceptance and use, misuse, or possession of any Prize awarded hereunder, including, without limitation, any misrepresentation made by you in connection with this Program; (b) any non-compliance by you with these Official Rules; (c) claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with this Program; (d) acceptance, possession, misuse or use of any prize or participation in Program-related activity or participation in this Program; (e) any malfunction, error or other problem arising in connection with the collection, processing, or retention of Entry information; or any typographical or other error in the printing, offering or announcement of any winner. The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with this Program. If Sponsor's use of your Entry causes Sponsor to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of any misrepresentation or fraud by you in connection with your Entry.

Additional Rules and Restrictions

43. If due to production, online, internet, computer or other error of any kind, more Prizes, in any category, are claimed than intended to be distributed or awarded according to these Official Rules, then, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid Prize claims and/or conduct a random draw from amongst all eligible Prize claimants to award the correct number of Prizes in each category. In no event will the Sponsor be liable for more than the number of Prizes in any category as stated in these Official Rules.
44. By participating in this Program, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor and the Program Administrator, which shall be final and binding on all Entrants in all matters relating to this Program. In the event an entrant wins a Prize and is later found to be in violation of these Rules, 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.
45. Proof of sending Entry (regardless of Method) is not proof of receipt by the Sponsor or Program Administrator. Incomplete, altered, mutilated or garbled Entries will be disqualified. The Released Parties 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 Released Parties 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 Program, 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 Program. Entrants are restricted to use of ordinary and typical computer equipment and internet access use in respect of the Program.
46. The Released Parties are not responsible for the cancellation or postponement of any component of this Program or any associated programs and materials. The Released Parties 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 Program. The Released Parties are not responsible for typographical or other errors in the offer or administration of this Program, including, without limitation, errors which may occur in connection with the printing or advertising of this Program, these Official Rules, administration or execution of the Program, the conducting of the any 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.
47. Each entrant must submit an Entry and participate in the Program 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.
48. 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 Program. 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 Program 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 Program, and any other attempt to manipulate, tamper with or defraud any element of this Program, is prohibited and is grounds for disqualification by the Sponsor in its sole and absolute discretion.

49. In the event of a dispute as to any Entry, the authorized account holder of the email address included in the Entry form for that Entry will be deemed to be the entrant and they 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.
50. 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 Program Administrator's computer or server.
51. By participating in the Program, Except where prohibited by applicable legislation, each winner consents to the publication, reproduction and/or other use of his/her first name, last initial, city and state of residence, voice, statements about the Program and/or photograph and/or other likeness without further compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor for a period of two (2) years following the end of the Program Period, including, without limitation, print, broadcast and the Internet.
52. The Released Parties shall not be liable to any 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, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond the reasonable control of the Released Parties.
53. Sponsor reserves the right, where applicable, to cancel, modify, suspend or terminate the Program, to change any Program 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: (a) fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Program; (b) a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Program; or (c) there is any accident or printing, administrative or other error of any kind related to the Program. In the event of an early termination of the Program, Sponsor reserves the right at its sole discretion 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.
54. 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 Program as contemplated in these Rules
55. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Program Site to participate in the Program or use the Program Site or any other website related to the Program.
56. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and disclosures or other statements contained in any Program-related materials, including, but not limited to, the Entry form and/or point of sale, television, print or online advertising, the terms and conditions of these English Official Rules shall prevail, govern and control.

57. If any provision of these Official Rules is determined to be invalid or unenforceable, the remaining provisions of these Official 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.
58. Except where prohibited by law, by participating in this Program, 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 Program, and in no event will entrant be entitled to receive lawyers' fees or other legal costs except to the extent required by applicable law; 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, except to the extent such waiver is prohibited by applicable law.
59. Governing Law and Venue: These Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. Any dispute arising from these Official Rules and the Program will be governed by and construed and enforced in accordance with the laws of Delaware except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.
60. **DISPUTE RESOLUTION: PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THESE TERMS INCLUDE A CLASS ACTION WAIVER, A JURY TRIAL WAIVER, AND A BINDING INDIVIDUAL ARBITRATION AGREEMENT TO RESOLVE DISPUTES. IN ARBITRATION THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. FOR CLARITY, PARTICIPATION IN THE PROGRAM IS SUBJECT TO, AND YOU AGREE TO, THE LIMITATIONS OF LIABILITY, RELEASES, OBLIGATIONS, DISPUTE RESOLUTION PROCEDURE, AND OTHER TERMS SET FORTH IN THESE OFFICIAL RULES AND IN THE "DISPUTE RESOLUTION" SECTION OF THE NESTLÉ USA TERMS & CONDITIONS. THE DISPUTE RESOLUTION SECTION OF THE NESTLÉ USA TERMS & CONDITIONS IS INCORPORATED HEREIN BY REFERENCE AND APPLIES TO DISPUTES, CLAIMS, OR ANY OTHER RELEVANT ASPECT ARISING FROM THE SWEEPSTAKES OR THESE OFFICIAL RULES. THE NESTLÉ USA TERMS & CONDITIONS ARE AVAILABLE AT: [HTTPS://WWW.NESTLEUSA.COM/TERMS](https://www.nestleusa.com/terms).**
61. The Winners List will be published at <http://snipp.us/cuY0n> once winners have been confirmed, and will remain available until February 22, 2027.