

Full Contest 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

1. The KitKat Formula 1 Sweepstakes (the "**Contest**") commences at 12:00:01 AM Eastern Time ("ET") on March 01, 2026, and ends at 11:59:59 PM ET on August 1, 2026 (the "**Contest Period**"). All entries must be submitted by 11:59:59 PM ET on August 1, 2026 (the "**Contest Closing Time**"). Entries submitted after the Contest Closing Time will not be accepted.

Eligible Persons

2. The Contest is only open to legal residents of Canada, who have reached the age of majority in their Province or Territory of residence at the time of entry, excluding: (a) employees, directors, officers, representatives and agents of: (a) (i) Nestlé Canada Inc., (the "**Sponsor**"); (ii) the independent contest management organization appointed by the Sponsor to administer the Contest (the "**Contest Administrator**"); (iii) any affiliates of the Sponsor or the Contest Administrator; (iv) any of the Sponsor's advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (v) any persons or entities involved in judging the Contest, if applicable; 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.
3. 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

4. **NO PURCHASE NECESSARY. Purchase is not required to enter the Contest and will not improve your chances of winning.**
5. There are two (2) ways to participate in the Contest: by purchasing an eligible product and submitting your "Receipt" (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) or more entries into this Contest (each, an "**Entry**"), 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 in single/multiple transaction(s), one (1) or more of the qualifying Sponsor products from a retailer or online in Canada during the Contest Period; A qualifying product must be purchased to receive an Entry. A list of qualifying products is shown in **Exhibit A** (each, a "**Qualifying Product**"). Once

you have purchased Qualifying Product(s), retain and scan your purchase Receipt. Your scanned Receipt must show the retailer from whom the purchase was made, the date, and the Qualifying Product(s) purchased ("**Receipt**"). Visit the Contest website at [<https://www.madewithnestle.ca/kit-kat/formula1-contest.html>] **or** [<https://www.faitavecneville.ca/kit-kat/formula1-concours.html>] (each, the "**Website**") and follow the onscreen instructions to submit your Receipt, and register on the Website (including your name, email address, phone number and mailing address), as well as pass authentication tests requiring the requesting of a one-time password (OTP) via text and entering the OTP on the registration form. Once you have submitted your Receipt, the Contest Administrator will review it for compliance with these Rules, which decision is subject to further review in accordance with these Rules. If the Receipt is verified, you will receive one (1) Purchase Entry into the Contest for every Qualifying Product purchased, subject to a maximum of fifteen (15) Purchase Entries. Answering the Skill testing question on registration form is necessary to be eligible to receive an entry.

Entry Limit. Limit of Fifteen (15) Purchase Entries per person for the entire Contest Period. Each Qualifying Product purchased and reflected in the Receipt qualifies as one (1) Purchase Entry regardless of the email address, telephone number, or other information provided in the entry form. Once a Receipt has been submitted, any additional entries using such Receipt in excess of this limit will be disqualified and will not constitute eligible entries in the Contest. 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: You must keep your original Receipt(s). The Sponsor or the Contest Administrator may request to see it to verify that you are eligible to participate in the Contest. If you are unable to produce your original Receipt on request by the Sponsor or Contest Administrator, you may be disqualified, in the sole and absolute discretion of the Sponsor or Contest Administrator, and if disqualified, will forfeit any right to claim a Prize.

- b) Non-Purchase Entry.** To enter without making a purchase, please print your First name, last name, complete mailing address (including postal code), valid email address and telephone number, along with a minimum 150-word essay on "What is your favourite way to take a break?" and provide information including your name, email address, phone number, and postal code, on a piece of paper and mail it (in an envelope with sufficient Canadian postage) to: "KitKat Formula 1 Sweepstakes Contest" c/o Snipp Interactive Inc, P.O. Box 34565 Place Cote-Vertu St. Laurent, QC H4R 2P4 Canada ("**Non Purchase Entry**"). Once your valid eligible no purchase submission has been received in accordance with these Rules, you will receive one (1) Non-Purchase Entry. In order to be valid and eligible, the eligible Non-Purchase Entry must: (i) be received individually in an envelope with sufficient Canadian postage; (ii) be postmarked and received during the Contest Period; and (iii) contain all of the information listed above. The Sponsor and Contest Administrator take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed no purchase submissions.
- c) Limit of Fifteen (15) Non-Purchase Entries per person for the entire Contest Period.**
- d) Limit of Fifteen (15) Entries per person for the entire Contest Period, regardless of the method of Entry.**
- 6. By participating through either method of entry, you agree to these Rules and to the decisions of the Sponsor and Contest Administrator, which are final and binding in all respects.
- 7. Where you use a mobile device to access the Contest, data rates may apply. Please consult with your mobile device service provider regarding rate plans.

8. Any available opt-in opportunities are not required to enter this Contest, and checking any opt-in boxes will not improve your chances of winning.
9. All entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility from any entrant, including without limitation the original Receipt submitted with a Purchase Entry, which proof shall be in the form required by the Sponsor. Failure to provide proof of identity and/or eligibility to the satisfaction of the Sponsor in a timely manner may result in disqualification.

Prizes and Odds of Winning

10. There are two (2) Grand Prizes and two hundred (200) Secondary Prizes available to be won at the outset of this Contest. Limit of one (1) Instant Win prize and one (1) Grand Prize per person for the Contest Period.
11. The first Grand Prize consists of a trip to the 2026 Montreal Grand Prix (the "**Montreal Trip**") for Winner and one (1) guest, comprising solely of the following components: (a) roundtrip economy class airfare for up to two (2) people from major gateway airport nearest winner's residence in Canada to Montreal on an airline of Sponsor's sole choosing (ARV: \$5,000). Actual value may vary based on departure city; four (4) days and three (3) nights hotel accommodation for up to two (2) people in a hotel of Sponsor's sole choosing (one room, double occupancy basis) (ARV: \$4,000); (c) two (2) Weekend Paddock club tickets to 'Montreal Formula 1 Grand Prix' (ARV: \$22,000); (d) ground transportation for up to two (2) people from the airport to the hotel, from the hotel to the airport and to and from Montreal Race Track (ARV: \$500). The total ARV of the Grand Prize is \$31,500 CAD.

The second Grand Prize consists of a trip to the 2026 Monza Grand Prix (the "**Monza trip**") for Winner and one (1) guest, comprising solely of the following components: (a) roundtrip economy class airfare for up to two (2) people from major gateway airport nearest winner's residence in Canada to Monza on an airline of Sponsor's sole choosing (ARV: \$10,000). Actual value may vary based on departure city; (4) days and three (3) nights hotel accommodation for up to two (2) people in a hotel of Sponsor's sole choosing (one room, double occupancy basis) (ARV: \$5,000); (c) two (2) Weekend Podium club Tickets to 'Monza Formula 1 Grand Prix' (ARV: \$26,500); (d) ground transportation for up to two (2) people from the airport to the hotel, from the hotel to the airport and to and from Monza Race Track (ARV: \$500). The total ARV of the Grand Prize is \$42,000 CAD.

12. There are a total of two hundred (200) Instant Win Prizes available to be won at the outset of this Contest, consisting of KitKat Formula 1 merchandise items falling into four (4) Instant Win Prize categories (each a "Category"). The Categories, the number of Instant Win Prizes available in each at the outset of this Contest, and the approximate retail values of each are:

Premium- branded swag:

50 x KITKAT x F1 Limited Edition Jackets (\$200 CAD)

50 x KITKAT x F1 Limited Edition Bomber Jackets (\$200 CAD)

50 x KITKAT x F1 Limited Edition Backpacks (\$100 CAD)

50 x KITKAT x F1 Limited Edition Waist Bags (\$85 CAD)

13. All Instant Win Prizes will be awarded based on random computer-generated Winning Times (defined below). The approximate odds of winning an Instant Win Prize depend on the randomly-

generated Winning Times, the number of eligible entries received and the times at which those entries are received.

14. No difference between the actual and approximate Prizing values will be provided. The approximate odds of winning a Prize above depend on the total number of eligible entries received by the Contest Closing Time. All amounts and costs related to any Prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a Prize, which are not expressly 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.
15. 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. 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.

Trip Conditions

16. Specific travel arrangements and all Grand Prize details not specified herein will be made and determined at the Sponsor's sole discretion. Travel must originate from and end at the same airport and Grand Prize winner and Guest must travel on the same itinerary. Grand Prize winner's Guest must be twenty-one (21) years of age or older. Grand Prize winner and Guest are expected to conduct themselves appropriately and adherence to all activity rules and guidelines are a must. Grand Prize winner and Guest are expected to follow COVID guidelines set by state and local governments. If the Grand Prize winner elects to travel or partake in the Prize without one (1) Guest, no additional compensation will be awarded to the Grand Prize winner. The Trip must be completed within one (1) year from being confirmed as a Grand Prize winner, or such other time as specified by and at the sole discretion of Sponsor and must be booked at least ninety (90) days in advance. The actual value of the Trip may vary depending on point of departure and fluctuations in the cost of air transportation. Travel dates are subject to availability; blackout dates and other restrictions may apply. Grand Prize Winner and Guest are responsible for having valid travel documents including government identification. Grand Prize winner and his/her guest must have a valid passport prior to departure. Grand Prize winner and guest are responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in the Trip. Grand Prize Winner and his or her Guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Trip. Grand Prize Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the Grand Prize Winner. Sponsor bears no responsibility if any event, element, or detail of the Trip is canceled, postponed, or becomes unavailable for any reason. Should any event, element or detail of the Trip become unavailable, the Sponsor shall have no obligation to the Grand Prize Winner aside from providing the remaining portion of the Trip, minus any unavailable event, element or detail. Sponsor is not responsible if Trip is delayed, postponed, or canceled for any reason. **No refund or compensation will be paid in the event of the cancellation or delay of any portion of the Trip, or any portion thereof.**
17. In the event a Grand Prize Winner or their Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip early, in whole or in part, with no further obligation. In the event a Grand Prize Winner or their Guest

engages in behavior that is, as determined by Sponsor in its sole discretion, illegal, tortious, or subjects Grand Prize Winner or their guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Grand Prize Winner or their guest as a result of such conduct. **NEITHER SPONSOR NOR ANY CONTEST ENTITY SHALL 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 GRAND PRIZE WINNER OR THEIR GUEST'S ACCEPTANCE OR USE OF THE GRAND PRIZE.** Prizing may be fulfilled by a third-party fulfillment agency. Grand Prize will only be awarded if properly claimed according to these full Contest Rules. All costs and expenses related to the Grand Prize acceptance and/or the Grand Prize use not specified herein as being provided are the sole responsibility of the Grand Prize winner.

How Grand Prizes are Awarded

18. A random draw (a "**Prize Draw**") to award the Grand Prize, Montreal Trip Prize, subject to these Rules (including the verification and skill-testing question requirements), will be held on or around May 7, 2026, at approximately 2:00 PM ET in Michigan, USA from all eligible Contest entries received during the Contest Period. One (1) potential winners will be randomly selected in the Prize Draw for the Prize available to be won. The Prize Draw will be conducted by the Contest Administrator.
19. A random draw (a "**Prize Draw**") to award the Monza Trip Prize, subject to these Rules (including the verification and skill-testing question requirements), will be held on or around August 3, 2026, at approximately 2:00 PM ET in Michigan, USA from all eligible Contest entries received during the Contest Period. One (1) potential winner will be randomly selected in the Prize Draw for the Prize available to be won. The Prize Draw will be conducted by the Contest Administrator.
20. The potential winner of a Prize will be notified initially by email beginning within one (1) day of the date on which his/her Entry was selected as a potential winner. If the Contest Administrator is unsuccessful in its attempt to reach and communicate directly with a potential winner by email after one (1) attempt to the email address listed in that potential winner's Entry form, then the Contest Administrator will follow up with a phone call via the phone number provided on potential winner's Entry. If after two (2) phone outreach attempts and two (2) email outreach attempts over the course of two (2) days, the Contest 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. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. Through the winner notification process, the potential winner must confirm his/her eligibility and indicate his/her willingness to accept the applicable Prize. The potential winner will then receive official notification via email or certified or overnight mail delivery. No communications will be entered into other than with the potential winners.

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

Instant Win Prize:

21. Two hundred (200) random computer-generated date and time combinations along with the applicable prize Category will be generated and selected at the outset of this Contest using a computerized randomizer program for each Instant Win Prize available to be won (each, a “**Winning Time**”). The first eligible Instant Win Entry to be received following each random computer-generated Winning Time will receive the applicable Instant Win Prize message and corresponding fulfillment instructions. Limit one (1) Instant Win Game Play per person per day. Limit of one (1) Instant Win Prize per person for the Contest Period. If at the end of the Contest 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 Purchase Entries and No Purchase Entries, at a date beyond the Contest Period.
22. If due to production, online, internet, computer or other error of any kind, more Instant Win Prizes, in any Category, are claimed than intended to be distributed or awarded according to these 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 Instant Win Prizes in each Category. In no event will the Sponsor be liable for more than the number of Instant Win Prizes in any Category as stated in these Rules.
23. The Sponsor and/or its representatives may respond to entrants or otherwise engage with Contest participants during the Contest Period, but such interactions will have no impact on the process through which Prizes are awarded in accordance with these Rules.
24. **Instant Win Prize Notification:** Upon submitting a valid Entry you will be informed via email whether you have been selected as a Instant Win Prize Winner.

Declaration and Release and Skill-Testing Question

25. Before being confirmed as a winner of a Prize, the potential Grand Prize winner must complete and return, within forty-eight (48) hours of date of receipt, a Declaration and Release Form (the “**Declaration and Release**”), which (among other things):
 - (a) confirms compliance with these Rules
 - (b) acknowledges acceptance of the Prize as awarded
 - (c) releases the Contest Entities and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Releasees”) from any and all liability in connection with this Contest, the potential winner’s participation therein and the awarding and use/misuse of the Prize or any portion thereof; and
 - (d) confirms the potential winner’s consent to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the Internet.
26. Further, prior to being confirmed as a winner of a Prize, 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.

27. If a potential winner fails to return the properly executed Declaration and Release within the specified time period, the Sponsor may, in its sole and absolute discretion, disqualify the potential winner, thereby forfeiting any and all rights the potential winner may have to the Prize. In the event of such a disqualification, an alternate potential winner 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.
28. 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.
29. Upon satisfaction of all requirements of these Rules, including, without limitation, winners will be contacted (via the winner confirmation email address: x@snippmail.com) to make further Prize delivery arrangements.

Privacy

30. 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>), 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

31. 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. 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.
32. Proof of sending Entry or Receipt (regardless of method) is not proof of receipt by the Sponsor or Contest Administrator. Incomplete, altered, mutilated, or garbled entries will be disqualified.
33. The Releasees are not responsible for lost, late, misdirected, garbled, stolen, incomplete, invalid, unintelligible or damaged entries, or for entries submitted in a manner that is not expressly allowed

under these Rules, or for any Entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, the effects of hackers, the failure of any electronic equipment, computer transmissions and/or network connections or any other reason beyond Sponsor's reasonable control; all of which will be disqualified. The Releasees are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including, without limitation: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entrants are restricted to use of ordinary and typical computer equipment and internet access use in respect of the Contest.

34. 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.
35. 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.
36. 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 form 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.
37. 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 he/she must be eligible according to these Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned or acknowledged.
38. 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.
39. By participating in the Contest, except to the extent prohibited by applicable legislation, each entrant:

- a) consents to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the Internet;
 - b) 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);
 - c) 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
 - d) acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.
40. 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.
- a) Sponsor reserves the right, 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:
 - b) fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest;
 - c) a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest; or
 - d) there is any accident or printing, administrative or other error of any kind related to the Contest.
41. 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.
42. 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.
43. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Website to participate in the Contest or use the Website.

44. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the Entry form, the French version of these Rules and/or point of sale, television, print or online advertising, the terms and conditions of these English Rules shall prevail, govern, and control.
45. 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.
46. 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.
47. 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.
48. 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.

EXHIBIT A

Qualifying Products

059800000031 KitKat Classic 45g
059800218627 KitKat Classic 4 Pack (4x45g) 180g
059800516419 KitKat Classic MEGA 73g
059800504539 KitKat Minis Bag 380g
059800504522 KitKat Minis Bag 180g
059800201711 KitKat CHUNKY Milk 49g
059800510998 KitKat Minis Bag 800g
059800201742 KitKat CHUNKY 4 Pack (4x49g) 196g
059800302234 KitKat Mini Bunny Bag 132g
059800749039 KitKat Bunny Gift Pack 140g
059800749145 KitKat CHUNKY MEGA 85g
059800746816 KitKat Milk POPS 170g
059800750615 KitKat Minis Bag 104g
059800750172 KitKat Pops Mixes Smarties 160g
059800754682 KitKat Formula 1 Icon Car 29g

059800745291 KitKat Bunny Icon Multipack (5x29g) 145g
059800750684 KitKat CHUNKY Rolo 42g
059800752398 KitKat Pops Mixes Aero Minis 140g
059800752848 KITKAT Snack Size 8 Pack (8x11.8g) 94.4g
059800509473 KitKat Bunny Icon 29g
059800751636 KitKat Hide Me Eggs Bag 153g
059800752220 KitKat Hazelnut Bar 99g
059800752206 KitKat Classic Bar 99g
059800752244 KitKat Salted Caramel Bar 99g
059800754293 KitKat Mixups 110g
059800754323 KitKat Pops Milk 140g
059800754347 KitKat Pops Mixes Smarties 140g
059800754361 KitKat Pops Mix Aero Minis 140g
059800754408 KitKat Minis Bag 700g
059800753104 KitKat CHUNKY Peanut Butter MEGA 68g
059800754033 KitKat Cookie Dough Bar 99g
059800753845 KitKat Cookie Dough 41.5g
059800754132 KitKat CHUNKY Salted Caramel MEGA 68g
059800754460 KitKat Formula 1 Icon Car Box 693g