



WIN with Werther's - Official Rules

1. CONTEST PERIOD:

The WIN with Werther's contest ("Contest") begins on November 16th, 2017 at 12:00 pm Eastern Time ("ET") and ends on December 23rd, 2017 at 10:00 pm ET (the "Contest Period").

2. ELIGIBILITY:

Contest is open to all legal residents of Canada who are the age of majority or older in their province or territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Storck Canada Inc. (the "Sponsor"), its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the "Contest Parties").

3. HOW TO ENTER:

NO PURCHASE NECESSARY. Visit the Werther's Original life-sized "present" on Gristmill Lane near Santa's House at the Toronto Christmas Market, The Distillery District, 55 Mill Street, Toronto, Ontario during the Contest Period and guess how many Werther's Original candies are in the present for your chance to win a special prize pack. To enter the Contest, during the Contest Period, use the hashtag #WINwithWethers to post your guess on the number of Werther's Original candies inside the present, together with a picture of you, either alone or with friends and family, next to the present, on either your Twitter or Instagram account (an "Entry"). You must have a non-private Twitter or Instagram account to participate in the Contest. Please note that any normal Internet and/or mobile service access and usage charges imposed by your Internet and/or mobile service provider will apply. You must attend the Toronto Christmas Market in person to enter the Contest.

Submitted Content (as defined below) will not be judged. The posting of a photo is intended to add an element of fun to the entry process and is not intended to require a level of effort, creativity or talent beyond the level that would be required to complete an entry form. All Entries that meet eligibility requirements and comply with these Rules will be eligible to win and the quality of an entrant's Content will not impact his/her odds of winning.

There is a limit of one (1) Entry and guess per person and per social account permitted during the Contest Period. If it is discovered by the Sponsor (using any information and/or evidence available to the Sponsor) that any person has attempted to: (i) obtain more than the permitted maximum number of Entries; and/or (ii) use (or attempt to use) multiple names, identities, email addresses, or phone numbers to enter or otherwise participate in or disrupt this Contest; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest and all of his/her Entry voided. The Releasees (as defined below) are not responsible for late, lost, stolen, misdirected, delayed or incomplete Entries (all of which are void).

All Entries are 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 compliance with these Rules, including, without limitation, proof of identity and/or eligibility, in a form acceptable to the Sponsor (including, without limitation, government issued photo identification) to participate in this Contest and/or for any Entry entered (or purportedly entered) to be considered valid for the purposes of this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

It is not necessary to post any additional content or tags other than as specified above in your Entry post or any separate post on the applicable Social Platform (as defined below) to enter. Your photo and any other content provided as part of your Entry (your "Content") must meet the following submission requirements: (i) the Content must be original and of your own creation, and must not violate or infringe the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights; (ii) the Content must never have been previously selected as a winner in any other contest; (iii) you must have obtained all required consents to enter the Content to the Contest, and without limiting the generality of the

foregoing, the Content must not contain any reference to or likeness of any identifiable third parties unless consent has been obtained from all such individuals (and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence); (iv) the Content must not contain any advertisement or solicitation not affiliated with the Sponsor or contain any imagery or other content associated with a competitive product of the Sponsor; and (v) the Content must not be unlawful, threatening, abusive, defamatory, libelous, deceptive, fraudulent, or tortious, contain explicitly or graphic content or inaccurate tags, must not victimize, harass, degrade or intimidate any individual or group, or otherwise contain any content that is or can be considered to be inappropriate, unsuitable, objectionable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

All Entries that meet eligibility requirements and comply with these Rules will be eligible to win. Sponsor reserves the right, in its sole discretion, to disqualify an entrant or potential entrant who uses his/her account(s) to post inappropriate content or otherwise violates these Rules or Twitter's or Instagram's Terms of Service or user policies, as applicable, all in Sponsor's sole determination.

4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

There will be one (1) prize available to be won consisting of a basket filled with Werther's Original products (the "Prize"). Approximate retail value \$350.

The Prize must be accepted as awarded and is not convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. The Prize will only be awarded to the eligible entrant whose verifiable full name and valid email address and telephone number are associated with the selected Entry. The Prize will be delivered by courier to the physical mailing address provided by the potential winner at the time of eligibility confirmation. Delivery cannot be made to post office boxes. Winner is responsible for notifying Sponsor of any change in mailing address or other contact information during the Prize fulfillment period. Sponsor is not responsible for the Prize or part thereof that cannot be delivered to or is not received by winner for any reason, including where winner who moves without providing an updated mailing address to the Sponsor. In such circumstances, winner forfeits all rights to the Prize or any part thereof that is not received, and the Sponsor reserves the right not to fulfil undelivered Prize component(s). The Sponsor is not responsible for delivery delays.

5. WINNER SELECTION:

On December 26th, 2017 (the "Selection Date") in Toronto, ON at approximately 11:00 am ET, one (1) eligible entrant whose guess) comes the closest to the actual number of Werther's in the present without going over will be selected by the Sponsor or Sponsor's Representative from among all eligible Entries received during the Contest Period and will be deemed the potential winner of the Prize. The odds of winning depend on the number of eligible Entries/guesses received during the Contest Period.

The selected entrant will be contacted by direct message through the Social Platform on which he/she entered. By entering the Contest, you specifically consent to be contacted by the Sponsor through the applicable Social Platform for the purpose of administering the Contest. The Sponsor or its designated representative, will make a minimum of two (2) attempts to contact the selected entrant. If the selected entrant cannot be contacted within three (3) business days of the Selection Date, or if a selected entrant is found to be ineligible, does not or cannot comply with these Rules or if the Prize notification is returned as undeliverable; then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible entrant whose guess comes the closest to the actual number of Werther's without going over from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; (b) provide a valid postal mailing address in Canada (post office boxes not accepted); and (c) sign and return within the time period specified the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Contest Parties and the Social Platforms and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, his/her participation

therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, voice, statements about the Contest and/or photograph 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 print, broadcast or the internet, including, without limitation, announcing him/her as a confirmed Prize winner, and waives all moral rights for this purpose in favour of the Sponsor (and anyone authorized by the Sponsor to use the Content). If a selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot or is unwilling accept the Prize as awarded for any reason; then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible entrant whose guess comes the next closest to the actual number of Werther's without going over from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

6. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by these Rules and by the Sponsor's interpretation of these Rules.

The Contest is in no way sponsored, endorsed or administered by Twitter or Instagram (the "Social Platforms").

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email address or mobile phone number used to set up the applicable Social Platform account. An entrant may be required to provide proof (in a form acceptable to the Sponsor, including, without limitation, government issued photo identification) that he/she is the authorized account holder of the Social Platform account associated with the Entry in question.

The Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate registration or Entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet in general or of any Social Platform, or any change in the Social Platforms' terms of service; or (e) any injury or damage to participant's or to any other person's computer which may be related to or result from any attempt to participate in the Contest.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, tampering, fraud or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's Contest Privacy Policy.

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 any technical or other 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, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and any disclosures or other statements contained in any Contest-related materials, these Rules shall prevail and govern and control to the fullest extent permitted by law.