

**Airheads® We Hear You Giveaway Offer
Terms and Conditions**

VALID WHILE LIMITED SUPPLIES LAST. ONLY 100 REWARDS AVAILABLE. SEE DETAILS BELOW.

- **NO PURCHASE IS NECESSARY TO ENTER OR RECEIVE A REWARD. A PURCHASE OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF RECEIVING A REWARD.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE OFFER, YOU AGREE TO THESE TERMS AND CONDITIONS, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE OFFER PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Airheads® We Hear You Giveaway Offer (“Offer”) is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older as of time/date of entry. Employees, officers and directors of Perfetti Van Melle USA, Inc. (“Sponsor”), Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Offer Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Offer or receive a Reward (defined below). For purposes of this Offer, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. In the event that a household, based on address, enters the Offer using more than five (5) unique email addresses, all of the Offer entries associated with that household (determined by Sponsor or Administrator at their sole discretion) will be disqualified. Void where prohibited by law. All federal, state and local laws and regulations apply. By participating in the Offer, you unconditionally accept and agree to comply with and abide by these “Terms and Conditions” and the decisions of Sponsor, including the interpretation of these Terms and Conditions, administration of the Offer, selection of the recipients, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Offer begins at or about 9:00:00 a.m. Eastern Time (“ET”) on August 22, 2024, and ends at 11:59:59 p.m. ET on August 28, 2024, or when the Rewards are depleted, **whichever is earliest** (the “Offer Period”). Rewards are awarded on a first-in-time basis, while supplies last.

The designated computer clock of the Sponsor is the official time-keeping device in the Offer.

3. **HOW TO ENTER:** During the Offer Period, you may see an online video advertisement from the Sponsor, if it is made available to you. Watch the video and look for the code (“Advertisement Code”) provided during the video. Then, visit Airheadsheardyou.com (“Website”) and complete and submit an official Offer form, including your full name, address (no P.O. Boxes), email address, date of birth, and input the Advertisement Code accurately. If you are one of the first one hundred (100) eligible participants (as determined by the Sponsor in its sole discretion) to enter via the steps above, before the end of the Offer Period and before the Rewards are depleted, you will receive a Reward, pending verification of your eligibility with these Terms and Conditions.

You are not a recipient of any Reward unless and until you have completed and submitted the official Offer form in full and even if the notification should so indicate, unless and until your eligibility and the entry has been verified and you have been notified that verification is complete. Sponsor will not accept screen shots or other evidence in lieu of its validation process. Any entry

that occurs after the system has failed for any reason or after all Rewards have been depleted is deemed defective, is void, and will not be honored. All entries are subject to verification before any Reward will be awarded.

The Offer Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) entry per person. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit(s), incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Terms and Conditions may be disqualified from the Offer at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Terms and Conditions or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Any potential recipient may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

- 4. RECIPIENT NOTIFICATION:** The potential recipients will be notified via email (or other contact information) using the information provided on the entry form in a commercially reasonable time after the end of the Offer Period. The Offer Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in entrant's email or other account to receive messages. Offer Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify the potential recipient. Notification is deemed to have occurred immediately upon sending of an email. If a potential recipient cannot be contacted within a reasonable time period, if potential recipient is ineligible or otherwise noncompliant, if any notification is returned undeliverable, or if a potential recipient otherwise fails to fully comply with these Terms and Conditions, potential recipient will be disqualified and forfeit that Reward and the applicable Reward will remain un-awarded. Potential recipient becomes a "recipient" only after verification of eligibility by Sponsor.

No more than the stated number of Rewards will be awarded. If, for any reason, more bona fide recipients come forward seeking to claim Rewards in excess of the number of Rewards set forth in these Terms and Conditions, the recipient(s) of the advertised number of Rewards available may be selected in the order they completed the official Offer form online. Inclusion in such process shall be each entrant's sole and exclusive remedy under such circumstances.

- 5. REWARDS/REWARD RESTRICTIONS:** The Rewards to be awarded in this Offer are:

ONE HUNDRED (100) REWARDS: Each "Reward" is one (1) pack of ten (10) individual Airheads taffy bars. Exact flavors to be determined by the Sponsor in its sole discretion. Approximate Retail Value ("ARV") of each Reward: \$3.00.

Total ARV of all Rewards available in the Offer: \$300.

Rewards are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All Reward details not specified in these Terms and Conditions will be determined in Sponsor's sole and absolute discretion. Reward details and availability are subject to change and are subject applicable rules and restrictions. In the event that Sponsor is unable to provide a Reward or Reward component, the Sponsor may elect to provide recipients with the approximate value of such item in cash or award an alternate Reward of comparable or greater value. Rewards are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Recipients will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Rewards received, regardless of whether they, in whole or in part, are used. The ARV of the Rewards is based on available information provided to Sponsor as of the time these Terms and Conditions are printed and may fluctuate. Any unclaimed Reward will be forfeited. Rewards, if legitimately claimed, will be awarded. The Offer Parties are not responsible for and will not replace any lost, mutilated or stolen Rewards or any Reward that is undeliverable or does not reach the recipient because of an incorrect or changed address. If a recipient does not accept or use the entire Reward, the unaccepted or unused part of the Reward will be forfeited and the Offer Parties will have no further obligation with respect to that Reward or portion of the Reward. No more than the stated number of Rewards will be awarded. The Offer Parties are not responsible for, and recipient will not receive the difference, if any, between the actual value of the Reward(s) at the time of award and the stated ARV in these Terms and Conditions or in any Offer-related correspondence or material. Limit of one (1) Reward per person. Sponsor will attempt to fulfill all Rewards within approximately four (4) to six (6) weeks after recipient verification.

- 6. GENERAL:** Subject to applicable law, each recipient hereby expressly grants to the Offer Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Offer ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the Reward(s) to the recipient(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each recipient hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each recipient hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of recipient's name, likeness or voice under contract, tort or any other theory of law. The Offer Parties do not assume any responsibility for any disruption in the Offer, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Offer materials and the terms and conditions of these Terms and Conditions, these Terms and Conditions shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Offer by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Offer by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Offer or Reward. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Offer should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Offer.
- 7. CONDUCT:** The Offer Parties are not responsible for the actions of entrants in connection with the Offer, including entrants' attempts to circumvent the Terms and Conditions or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Offer. The Offer Parties reserve the right, at their sole discretion, to disqualify (or terminate the Reward of) any individual who is found to be, or suspected of, acting in any manner deemed by the Offer

Parties to be in violation of the Terms and Conditions, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry process or the operation of the Offer, and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE OFFER PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8. WAIVERS AND DISCLAIMERS:** The Offer Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Offer; (d) 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, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Offer; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Offer, including, without limitation, errors or difficulties which may occur in connection with the administration of the Offer, the processing of entries, social networking posts, or registrations, the announcement of the Rewards, or in any other Offer-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Offer. If, for any reason, the Offer (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Offer, then the Offer Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Offer in whole or in part. If terminated, the Offer Parties will award the Rewards in a random drawing from among all non-suspect, eligible entries received for the Offer up to the time of such action.
- 9. RELEASES:** All entrants, as a condition of participation in this Offer, release, discharge, indemnify and hold harmless the Offer Parties and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Offer (including travel to/from any Offer activity), (ii) the receipt, ownership, use or misuse of the Reward awarded, including any travel associated with any Reward, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Offer activity and/or Reward.
- 10. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Offer will be governed by and construed in accordance with the internal laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE OFFER, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE OFFER, OR ANY REWARD AWARDED, WILL

BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 11. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Kentucky, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Offer shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Kentucky. The federal or state law that applies to these Terms and Conditions will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Kentucky. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 12. ENTRY INFORMATION AND OFFER COMMUNICATIONS:** As a condition of entering the Offer, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Offer and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Offer or on a Offer recipient's list. By participating in the Offer, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at https://perfettivanmelleus.com/privacy_policy/. In the event of any discrepancy between the Sponsor's Privacy Policy and these Terms and Conditions, these Terms and Conditions shall control and govern.
- 13. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms and Conditions is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency

between disclosures or other statements contained in any Offer-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

- 14. RECIPIENTS LIST:** To receive a list of the recipients, send a #10 self-addressed, stamped envelope for receipt by October 28, 2024, to: Airheads® We Hear You Giveaway Offer- Recipients List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.
- 15. SPONSOR:** Perfetti Van Melle USA, Inc, 3645 Turfway Road, Erlanger, KY 41018. Reference to third parties in connection with Rewards and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Offer.
- 16. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.