

Melody Popstar Sweepstakes Official Rules

- **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **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.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM® OR TIKTOK®.**

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

1. **ELIGIBILITY:** The Melody Popstar Sweepstakes (“Sweepstakes”) 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 and the age of majority in their jurisdiction of residence (which is eighteen (18) in most states but nineteen (19) in Alabama and Nebraska, and twenty-one (21) in Mississippi) as of time/date of entry. Employees, officers and directors of Perfetti Van Melle USA, Inc. (“Sponsor”), Highdive Agency, Realtime Media LLC (“Administrator”), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Sweepstakes 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 Sweepstakes or win the prize. For purposes of this Sweepstakes, 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. Void where prohibited by law. All federal, state and local laws and regulations apply. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Sweepstakes, selection of the winner, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Sweepstakes begins at 12:00:00 p.m. Eastern Time (“ET”) on December 5, 2024, and ends at 11:59:59 p.m. ET on December 31, 2024 (the “Sweepstakes Period”).

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

3. **HOW TO ENTER: There are three (3) ways to enter the Sweepstakes:**

- **Instagram Post Method of Entry:** To participate and enter this Sweepstakes via Instagram via the Instagram mobile application, you will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, you will need to either visit Instagram.com or download the Instagram application from the mobile device’s app store and sign up for an Instagram account (“Instagram Account”) if you do not already have one. Creating an Instagram Account is free; standard data rates apply. By submitting your information and creating an Instagram Account, you will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram’s terms of service and privacy notice, you cannot create an Instagram Account or participate in this Sweepstakes via this method. Once logged in to your Instagram Account, become a follower of @ChupaChupsUS account. **To enter, during the Sweepstakes Period, post a video of yourself with at least (1) additional individual using Melody Pops to play one (1) of the following songs: 1) “Take Me Out To The Ball Game”, 2) “When The Saints Go Marching In”, or 3) “The Farmer in the Dell”. ENTRANT MUST OBTAIN WRITTEN**

PERMISSION FROM EACH INDIVIDUAL APPEARING IN THE VIDEO. IN THE EVENT ANY MINOR (OR INDIVIDUAL DEEMED A MINOR DUE TO THEIR STATE OF RESIDENCE) IS FEATURED IN THE VIDEO, THE ENTRANT MUST BE THE PARENT OR LEGAL GUARDIAN OF SUCH MINOR OR HAVE WRITTEN PERMISSION FROM THE PARENT OR LEGAL GUARDIAN OF SUCH MINOR. YOU MAY BE REQUIRED TO PROVIDE PROOF OF SUCH PERMISSION IN A FORMAT ACCEPTABLE TO THE SPONSOR, AS DETERMINED IN ITS SOLE DISCRETION. Video must not exceed sixty (60) seconds. When you post the video from your Instagram Account, you must include the unique hashtag #ChupaMelodyPopstarSweepstakes and mention @ChupaChupsUS (“Instagram handle”) in the caption of your Instagram post (your “entry”). Your entry must comply with all applicable content requirements (as further explained, below). Sponsor may not see or receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. **NOTE: Sponsor may not receive entries from Instagram users with “protected” updates (i.e., user has set their Instagram Account so that only people the user has approved can view their updates) due to the way Instagram operates its service. Be sure your Account is set to “public” before you begin. Edited posts and/or account settings may result in your entry not being eligible or included. Per Instagram policy and the Content Restrictions below, any entry that contains or is suspected to contain copyrighted materials will not be eligible or included. Sponsor, at its sole discretion, may accept a technically incorrect unique hashtag term. Posts not seen or received by Sponsor will not be entered into the Sweepstakes. By including the required hashtag in your post and mentioning the Instagram handle, you are confirming you received written permission from anyone appearing in the video (or permission from the parent/legal guardian if a minor) and your acceptance of and agreement to these Official Rules. If you take all of the steps above, you will receive one (1) entry into the Sweepstakes, subject to the limit below.**

- **TikTok Post Method of Entry:** To participate and enter this Sweepstakes via TikTok via the TikTok mobile application, you will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, you will need to either visit TikTok.com or download the TikTok application from the mobile device’s app store and sign up for a TikTok account (“TikTok Account”) if you do not already have one. Creating a TikTok Account is free; standard data rates apply. By submitting your information and creating a TikTok Account, you will be required to agree to the TikTok terms of service and privacy policy. If you do not agree to TikTok’s terms of service and privacy notice, you cannot create a TikTok Account or participate in this Sweepstakes via this method. Once logged in to your TikTok Account, become a follower of @ChupaChupsUS account. **To enter, during the Sweepstakes Period, post a video of yourself with at least (1) additional individual using Melody Pops to play one (1) of the following songs: 1) “Take Me Out To The Ball Game”, 2) “When The Saints Go Marching In” or 3) “The Farmer in the Dell”. ENTRANT MUST OBTAIN WRITTEN PERMISSION FROM EACH INDIVIDUAL APPEARING IN THE VIDEO. IN THE EVENT ANY MINOR (OR INDIVIDUAL DEEMED A MINOR DUE TO THEIR STATE OF RESIDENCE) IS FEATURED IN THE VIDEO, THE ENTRANT MUST BE THE PARENT OR LEGAL GUARDIAN OF SUCH MINOR OR HAVE WRITTEN PERMISSION FROM THE PARENT OR LEGAL GUARDIAN OF SUCH MINOR. YOU MAY BE REQUIRED TO PROVIDE PROOF OF SUCH PERMISSION IN A FORMAT ACCEPTABLE TO THE SPONSOR, AS DETERMINED IN ITS SOLE DISCRETION. Video must not exceed sixty (60) seconds. When you post the video from your TikTok Account, you must include the unique hashtag #ChupaMelodyPopstarSweepstakes and mention @ChupaChupsUS (“TikTok handle”) in the caption of your TikTok post (your “entry”). Your entry must comply with all applicable content requirements (as further explained, below). Sponsor may not see or receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. **NOTE: Sponsor may not receive entries from TikTok users with “protected” updates (i.e., user has set their TikTok Account so that only people the user has approved can view their updates) due to the way TikTok operates its service.****

Be sure your Account is set to public before you begin. Edited posts and/or account settings may result in your entry not being eligible or included. Per TikTok policy and the Content Restrictions below, any entry that contains or is suspected to contain copyrighted materials will not be eligible or included. Sponsor, at its sole discretion, may accept a technically incorrect unique hashtag term. Posts not seen or received by Sponsor will not be entered into the Sweepstakes. By including the required hashtag in your post and mentioning the TikTok handle, you are confirming you received written permission from anyone appearing in the video (or permission from the parent/legal guardian if a minor) and your acceptance of and agreement to these Official Rules. If you take all of the steps above, you will receive one (1) entry into the Sweepstakes, subject to the limit below.

By posting an entry on Instagram or TikTok, you agree that your entry is gratuitous and made without restriction and will not place Sponsor under any obligation. Sponsor reserves the right to, and may or may not, monitor entries. Each entrant will indemnify and hold harmless, Sponsor and Sweepstakes Parties from any claims related to or arising out of such entrant's entries.

You agree that the Sweepstakes Parties are not responsible for any unauthorized use of entries by third parties. You further agree that you will not use the entries for any other purpose, including, without limitation, posting the entries to any online social networks, outside of the posting as set forth herein to enter the Sweepstakes, without the express consent of Sponsor in each instance. Doing so may result in the forfeiture of your entry.

By posting an entry, you represent and warrant that the work submitted is original to you, that the entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. If your entry includes likenesses of third parties, or contains elements not owned by you (such as, but not limited to, company names) you must be able to provide legal releases for such use in a form satisfactory to Sponsor or your entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. By posting an entry, you warrant and represent that you consent to the posting and use of the entry in the Sweepstakes and to its use as otherwise set forth herein. You further represent and warrant that your entry complies with all of Sponsor's, Instagram, and/or TikTok's requirements and terms regarding the use of their services, as applicable.

- **Alternate Method of Entry (3x5 mail-in card or paper).** To enter without uploading a video to Instagram or TikTok, legibly hand-print your full name, full mailing address (no P.O. Boxes), email address, phone number, and birth date on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: Melody Popstar Sweepstakes Entry, 1001 Conshohocken State Road, Suite 2-130, West Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. Sponsor is not responsible for postage-due entries or for any incorrect or illegible data contained in any sweepstakes entry. Mailed-in entries must be postmarked no later than January 2, 2025 and received by January 9, 2025 to be eligible for the Sweepstakes. All mailed entries become the property of Sponsor and will not be returned or acknowledged. If you take the steps above, you will receive one (1) entry into the Sweepstakes subject to the limit below.

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

LIMIT: Up to two (2) entries per person (and if entering on Instagram or TikTok, one (1) entry per person per social platform), regardless of the method of entry or combine methods of entry. 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 Official Rules may be disqualified from the Sweepstakes 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 Official Rules or other instructions of Sponsor may be disqualified.

4. CONTENT RESTRICTIONS: Entry content, or affiliated comments or posts may **not** contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory toward any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others (other than the Sponsor), without permission;
- Contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, music and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than you and individuals that have not given written permission to use themselves in your entry, minors (unless written parental permission has been given) and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- Contains any individual who is subject to any collective bargaining agreement with any union (including, without limitation, the Screen Actors Guild or the American Federation of Television and Radio Artists) or that otherwise triggers payment of applicable residuals or related fees;
- Is not written or spoken in the English language.
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

By posting an entry, you acknowledge and agree that Sponsor may receive other entries under this Sweepstakes that may be similar or identical to the entry posted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other entry reviewed and/or used by Sponsor may be similar to your entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

ENTRIES POSTED TO ANY OF SPONSOR'S WEBSITES OR SOCIAL MEDIA SITES (IF ANY) WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the entry requirements set forth herein in its reasonable discretion.

Entries posted by entrants 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 Instagram or TikTok Account used to post the entry, provided that such person is eligible. A potential winner 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 or the individual associated with the Instagram or TikTok Account. In the event that a dispute regarding the identity of the individual who posted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions or abide by these Official Rules or their instructions of Sponsor may be disqualified. All entrants submitting materials/content as part of the Sweepstakes will be non-exclusively licensing (with the unlimited right to sublicense) to Sweepstakes Parties the right to use such materials, and the images related thereto (including entrant's name, social media account username and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third-party liability or obligations.

Ownership of entries: By posting an entry, you agree to be bound by these Official Rules and grant Sponsor a non-exclusive, perpetual, irrevocable, fully paid-up, and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and translate your entry, including without limitation the right to distribute all or part of your entry in any media formats through any media channels including but not limited to an online gallery. By posting an entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Sweepstakes and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor's website.

4. **SWEEPSTAKES DRAWING:** There will be one (1) potential winner selected in this Sweepstakes via a random drawing on or about January 10, 2025, from among all eligible entries received in accordance with these Official Rules.
5. **ODDS:** Odds of winning the prize depend on the total number of eligible entries received during the Sweepstakes Period.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winner will be notified via direct message on Instagram or TikTok, depending on the platform they entered, in a commercially reasonable time after the applicable drawing. Each potential winner who entered on Instagram or TikTok must be a follower of the handle until sixty (60) days after the Sweepstakes Period for notification purposes. The Sweepstakes Parties are not responsible for and shall not be liable for false, incorrect, changed, incomplete or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or any other account to receive messages or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon sending the direct message via Instagram or TikTok. If a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to respond and fully comply with these Official Rules, potential winner will forfeit that prize and an alternate winner may be selected from among all remaining eligible entries. As part of the winner notification process, the potential winner will be required to complete and submit a prize redemption form ("Redemption Form"), and a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within five (5) days of date of notification, as a condition of receiving the prize. If the potential prize winner fails or refuses to sign and return

the Redemption Form and/or the Declaration within the required time period or if the Redemption Form and/or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates, after which the applicable prize will remain un-awarded. The potential winner becomes a "winner" only after verification of eligibility by Sponsor.

No more than the stated prize will be awarded. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the prize set forth in these Official Rules, the winner of the advertised prize available may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. PRIZE/PRIZE RESTRICTIONS: The prize to be awarded in this Sweepstakes is:

ONE (1) GRAND PRIZE: The "Grand Prize" is a check in the amount of \$10,000 made payable to the verified winner. Approximate Retail Value ("ARV") of the Grand Prize: \$10,000.

Total ARV of the prize available in the Sweepstakes: \$10,000.

Prize is non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject to applicable rules and restrictions. In the event that Sponsor is unable to provide the prize or prize component, the Sponsor may elect to award an alternate prize of comparable or greater value. Prize is 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). Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize received, regardless of whether they, in whole or in part, are used. The ARV of the prize is based on available information provided to Sponsor as of the time these Official Rules are printed and may fluctuate. The value of the prize awarded to the winner will be reported for tax purposes as required by law. The winner of such prize will be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of the winner for the actual value of the prize received. Any unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prize or that is undeliverable or does not reach the winner because of an incorrect or changed address. If the winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of the prize. In no event will more than one (1) prize be awarded. Sponsor will attempt to fulfill the properly-claimed prize within approximately four (4) to six (6) weeks after winner verification.

8. GENERAL: Subject to applicable law, winner hereby expressly grants to the Sweepstakes 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 Sweepstakes ("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 prize(s) to the winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner 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 winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of winner's name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, 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 Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Sweepstakes 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 Sweepstakes 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 Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes.

- 9. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, 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 Sweepstakes, 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 SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. WAIVERS AND DISCLAIMERS:** The Sweepstakes 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 Sweepstakes; (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 Sweepstakes; (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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prize, or in any other Sweepstakes-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 Sweepstakes. If, for any reason, the Sweepstakes (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 Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prize in a random drawing from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.
- 11. RELEASES:** All entrants, as a condition of participation in this Sweepstakes, release, discharge, indemnify and hold harmless the Sweepstakes Parties, Meta Platforms, Inc., ByteDance Ltd., 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 Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with the prize, (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 (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.

- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the Commonwealth 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 SWEEPSTAKES, 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 SWEEPSTAKES, OR THE PRIZE 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.

- 13. 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 Commonwealth 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 Sweepstakes 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 Commonwealth of Kentucky. The federal or state law that applies to these Official Rules 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 Commonwealth 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.

- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, 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 Sweepstakes 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 Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, 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 Official Rules, these Official Rules shall control and govern.

- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, the Redemption Form, or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules, the Redemption Form, or the Declaration 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 Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. 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 Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. WINNER LIST:** To receive the name of the winner, send a #10 self-addressed, stamped envelope for receipt by March 10, 2025, to: Melody Popstar Sweepstakes - Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** Perfetti Van Melle USA, Inc., 3645 Turfway Road, Erlanger, KY 41018. Reference to third parties in connection with the prize 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 Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Meta Platforms, Inc., TikTok, ByteDance, Ltd., or any other social networking platform. Any questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.