

LINDT MOVIE NIGHT OFFER

TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF CANADA, WHO ARE AT LEAST THE AGE OF MAJORITY IN HIS/HER PROVINCE OR TERRITORY OF RESIDENCE AT THE TIME OF PARTICIPATION.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

VALID WHILE SUPPLIES LAST.

The Lindt Movie Night Offer ("Offer") is sponsored by Lindt & Sprüngli (Canada), Inc., ("Sponsor") 181 University Avenue, Toronto, ONM5J 2T3 and is administered by Prize Logic, LLC ("Administrator") 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. OFFER PERIOD:** The Offer begins at or about 12:00 PM Eastern Time ("ET") on April 22, 2019 and ends at 11:59:59 PM ET on July 14, 2019, or while Offer Item supplies last, whichever occurs first ("Offer Period"). The Administrator's computer is the Offer official clock.
- 2. ELIGIBILITY:** The Offer is open to all legal residents physically residing in Canada, who are at least the age of majority in his/her province or territory of residence at the time of Qualifying Purchase (defined in Section 3 of these Terms and Conditions). Void where prohibited or restricted by law. Participation in the Offer constitutes participant's full and unconditional agreement to these Terms and Conditions.
- 3. HOW TO PARTICIPATE IN THE OFFER:** During the Offer Period, a participant must purchase either (i) any two (2) 150g Lindor® products or (ii) any three (3) 50-100g Excellence® products in the same transaction (see Appendix for eligible products) ("Qualifying Purchase"), while supplies last. Upon making a Qualifying Purchase, participant may visit www.LindtMovieNight.ca and complete and submit the registration page including but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, province, and Postal Code. Participant must then follow the links and instructions to upload a photograph of his/her original Qualifying Purchase register receipt. The file must be in .JPEG, .JPG, .PNG or GIF, format and may not exceed 8MB. Receipts must be uploaded no later than 11:59:59 PM ET on July 14, 2019. Only one (1) Qualifying Purchase per receipt. A participant may not submit the same receipt more than one (1) time. Receipts must be readable. Mechanical reproductions, altered receipts or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted.

Note: An eligible entrant may receive a link to the Website using an SMS-enabled mobile device and sending a text message to the short code "24680" ("Short Code") stating the keyword "MOVIE" ("Keyword"). Once the text message is received, the entrant will automatically receive a text message with a link to the Website. The entrant may visit the Website in his/her browser and follow the entry steps set forth in this Section 3 to participate. Each text message must be manually key-stroked/entered by the entrant. A participant is not required to send a text message to participate and may go directly to the Website to participate. Note that a participant cannot participate in the Offer solely by texting the Keyword to the Short Code.

IMPORTANT FOR ENTRANTS USING A MOBILE DEVICE TO PARTICIPATE IN THE OFFER: Message and data rates may apply. Not all mobile telephone providers carry the service necessary to obtain a Website link. Participants should consult their wireless providers' pricing plans. A participant may, at any time, choose to stop participating in this Offer by sending an opt-out text message stating "STOP" to the Short Code. If entrant participant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word "HELP" to the Short Code.

Upon verification of eligibility and Qualifying Purchase receipt, an eligible participant will be e-mailed one (1) \$5 Cineplex® e-gift card ("Offer Item"), while supplies last. Approximate retail value of each Offer Item is \$5 CAD. No more than five thousand (5,000) Offer Items will be available. Offer Items are subject to availability and only available while supplies last. Terms and conditions of e-gift card apply. Offer Items will be e-mailed to the e-mail address provided upon registration. There is a limit of four (4) Offer Items per household during the Offer Period. No Offer Item substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or force majeure (as defined in Section 6 of these Terms and Conditions). Each participant shall be solely responsible for payment of any and all applicable federal, provincial, territorial, and local taxes for any Offer Item received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility. Offer Items will be e-mailed 24-48 hours after verification.

- 4. LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Sponsor and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Offer Item or Offer related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or

proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Offer Item (or any component thereof); (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion subject to the approval of the Régie des alcools, des courses et des jeux in Quebec, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 5. DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. FOR RESIDENTS OF QUEBEC.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses

et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.”





6. **PRIVACY POLICY:** Sponsor’s privacy policy is located at <https://www.lindtusa.com/privacy-policy-2>.
7. **GENERAL:** This Offer is subject to applicable federal, provincial, territorial, and local laws and regulations. Receiving any Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor’s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.





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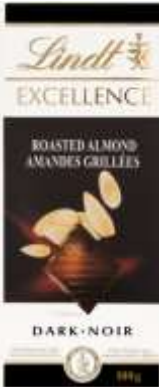
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See Appendix on Next Page


APPENDIX



LIST OF PARTICPATING SKUS		
DESCRIPTION:	GM WEIGHT:	IMAGES:
EXCELLENCE		
EXCELLENCE 70% Cacao	100 g	
EXCELLENCE Sea Salt	100 g	
EXCELLENCE 78% Cacao	100 g	
EXCELLENCE 85% Cacao	100 g	






<p>EXC Dark Caramel & Sea Salt</p>	<p>100 g</p>	
<p>EXCELLENCE Orange</p>	<p>100 g</p>	
<p>EXCELLENCE 90% Cacao</p>	<p>100 g</p>	
<p>EXCELLENCE Milk Extra Creamy</p>	<p>100 g</p>	

EXCELLENCE Chili	100 g	
EXCELLENCE Mint	100 g	
EXCELLENCE Almond	100 g	

LINDOR

Lindor Milk 150g Bag	150 g	
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Lindor Assorted 150g Bag	150 g	
Lindor 70% Cacao 150g Bag	150 g	
Lindor White 150g Bag	150 g	
Lindor 60% Cacao 150g Bag	150 g	
Lindor Fudge Swirl 150g Bag	150 g	
Lindor Hazelnut 150g Bag	150 g	
Lindor Stracciatella 150g Bag	150 g	

Lindor Dark Caramel Sea Salt 150g Bag	150 g	
Lindor Sea Salt 150g Bag	150 g	
Lindor Caramel 150g Bag	150 g	
Lindor Blueberries & Cream 150g Bag	150 g	
Lindor Strawberries & Cream 150g Bag	150 g	

Lindor Tulip 150g Bag

150 g

