

LINDT & SPRÜNGLI
“LINDT SWISS CLASSIC DAILY DRAW 2016”
PROMOTION RULES (the “Rules”)

1. Promotion Period:

The “LINDT SWISS CLASSIC DAILY DRAW 2016” (the “Promotion”) begins at 12:00:01 a.m. Eastern Time (“ET”) on January 11, 2016 and concludes at 11:59:59 p.m. ET on February 9, 2016 (the “Promotion Period”).

2. Eligibility:

This Promotion is open to all residents of Canada who are of age of majority or older in the province or territory in which they reside. Employees, representatives or agents of LINDT & SPRÜNGLI (CANADA), INC. (the “Sponsor” or “Lindt”), its parent, affiliated or related companies, subsidiaries, divisions and all advertising, media buying and promotional agencies, GRIP LIMITED, PROMOTION SOLUTIONS, and TPG REWARDS, are ineligible, as well as members of the immediate family of, or persons domiciled with, any of those described above. Immediate family means parents, sisters, brothers, children or spouse.

Entrants who are under the age of majority in their province or territory of residence and who meet the eligibility requirements above must have the consent of their parent and/or legal guardian to enter this Promotion and their parent and/or legal guardian must complete and sign all of the required documents on the minor’s behalf, including all required declarations and releases. In the event a minor is selected to win a prize, the prize will be awarded to the parent and/or legal guardian specified.

3. Sponsor and Administrator:

Sponsor: LINDT & SPRÜNGLI (CANADA), INC., 900-181 University Ave. Toronto ON M5H 3M7, Administrator: Grip Limited, 179 John Street, 6th floor, Toronto, ON Canada, M5T 1X4. TPG Rewards is utilized for digital receipt validation system® (DRVS) and Promotion Solutions is utilized for draws and fulfillment.

4. How to Enter:

NO PURCHASE NECESSARY. There are two ways to enter:

(1) Purchase Entries – Purchase any Lindt 100 g Swiss Classic chocolate bar product from any Canadian retailer from December 15, 2015 to February 9, 2016.

- Using your cellular phone, take a picture of your receipt showing the qualifying purchase (the product name or UPC Code) and the following information: store name, receipt total, date, and time of purchase. The product name or UPC code, store name, receipt total, date, and time of purchase must be clearly visible in order to determine and validate the eligibility of the receipt. Pictures of receipts which do not contain all of the above information are not valid or eligible for entry. Only receipts showing purchases made from December 15, 2015 to February 9, 2016 will be valid.

- To enter, upload the image of your receipt **during the Promotion Period** (Jan 11 – Feb 9, 2016) by visiting www.lindtdailydraw.com and following the instructions provided (including to submit your full name and email address) OR emailing or texting the image of your receipt to lindt@drvs.ca.
- After uploading, emailing or texting the receipt, you will receive an email or text notifying you of whether you have been successfully entered into the daily draw for a prize. If Lindt has determined, in its sole discretion, that your receipt is illegible, invalid or does not otherwise comply with the Rules, you will be notified and, if applicable, provided with trouble shooting options.

If you do not have a cellular phone with camera capabilities, or if Lindt has determined, in its sole discretion, that your receipt is illegible in photo format, you can send your original receipt, along with your email address, to: “Lindt Swiss Classic Daily Draw 2016”, Dept. 3394 – Mail In, Box 9500 Lakeshore West PO, Oakville, ON L6K 0G4. Only original receipts will be considered by mail. All receipts sent by mail must be post-dated during the Promotion Period and by the Promotion close date (February 9, 2016) and received by no later than February 16, 2016. You will not receive an email notification regarding your original mailed receipt.

Receipts emailed or mailed to any other addresses or uploaded through any other means aside from the above will not be accepted. Limit one (1) entry per valid receipt. Entrants can submit multiple receipts in a single day during the Promotion Period, but each entry must be made using a different receipt and qualifying purchase.

Each successfully uploaded, mailed, texted or emailed receipt that otherwise complies with these Rules will constitute one (1) entry into one (1) of the draws for a Daily Prize. Each receipt (uploaded, texted, emailed or mailed) will be entered into the Daily Prize draw for the date during the Promotion Period on which it is received by the Sponsor, with the exception of mail-in receipts received after February 9 but by February 16, 2016, which will be considered for the February 9 Daily Prize draw. The date of purchase will not determine which Daily Prize draw the entry is counted towards. For example, if a purchase is made on January 15 but the receipt is emailed and received on February 5, the receipt will be entered into the draw for February 5 Daily Prize.

If you choose to participate using your mobile phone, standard data fees may apply.

(2) Mail-in Essay Entries: To enter, submit an original, hand-written essay (at least 100 words in length) on why you like Lindt Swiss Classic chocolate along with your full name and email address during the Promotion Period. Mail entry to: “Lindt Swiss Classic Daily Draw 2016”, Dept. 3394 – Mail In, Box 9500 Lakeshore West PO, Oakville, ON L6K 0G4. Limit one (1) mail-in essay entry per person per day.

Each mail-in essay entry must be original and mailed in a separate envelope, bearing sufficient postage. The same essay cannot be used for more than one (1) entry. To be eligible, mail-in essay entries must be postmarked during the Promotion Period and by no later than the Promotion closing date (February 9, 2016) and received no later than February 16, 2016. You will not receive an email notification regarding your mail-in essay entry.

Each mail-in essay entry that complies with these Rules will constitute one (1) entry into one (1) of the draws for a Daily Prize. Each essay entry will be entered into the Daily

Prize draw for the date on which it is received by the Sponsor, with the exception of entries received after February 9 but by February 16, 2016, which will be considered for the February 9 Daily Prize draw.

All entries: Any attempt by any participant to circumvent the entry requirements by using multiple / different identities, using the same receipt for multiple entries, or any other method will, at the Sponsor's sole discretion, void that participant's entry and that participant may be disqualified. Use of any automated system including robotic or form filling software to participate is prohibited and may result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries and such entries may be disqualified.

In the event of a dispute as to any entry, the authorized account holder of the email address or telephone number used to enter will be deemed to be the entrant. For an email address, the "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

5. Prizes:

There are a total of thirty (30) prizes available to be won during the Promotion Period, each consisting of \$500 CAD which will be awarded in the form of a cheque (each a "Daily Prize"). Approximate retail value of each Daily Prize is \$500 CAD.

There will be one Daily Prize available to be won for each calendar day during the Promotion Period (beginning at 12:00:01 a.m. ET and concluding 11:59 p.m. ET).

Limit one (1) prize per person and per household during the Promotion Period.

6. Awarding of Prizes:

A random draw will be conducted for each Daily Prize by 10:00 a.m. ET February 23, 2016, 2016 at 2390 Bristol Circle, Unit 3, Oakville, Ontario. Each Daily Prize will be drawn from all eligible entries received on that calendar day only, except for the February 9 Daily Prize draw, which will include eligible mail-in receipts and essay entries received from February 9 to February 16, 2016. If a selected entrant is not eligible or does not otherwise comply with the Rules, then additional draw(s) may be held in order to select other entrant(s) who are eligible and otherwise comply with these Rules, in order to distribute the prizes.

Odds of being selected for a Daily Prize will depend on the total number of eligible entries received for that Daily Prize. Number of Daily Prizes available will be reduced as they are won during the Promotion Period. Confirmed winners will receive their Daily Prize cheque via registered mail within four (4) to six (6) weeks of Promotion close date.

All Prizes:

EACH POTENTIAL PRIZE WINNER MAY BE SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING

IN ALL MATTERS RELATED TO THE PROMOTION. Potential winners may be contacted using the email address or telephone number provided with the entry and if contacted, must respond within seven (7) days. Failure to respond to this email, text or phone call within seven (7) days of notification or return of e-mail or text notification as undeliverable may result in disqualification.

To claim his/her prize, each potential winner must complete the information required, successfully answer, unaided, a mathematical skill-testing question, and if required, complete, sign, and return a declaration of compliance with the Rules and a release (including a publicity release). If the potential winner is under the age of majority in his/her province or territory of residence, his/her parent and/or legal guardian must complete and sign the required declaration and releases on the minor's behalf.

If a potential winner does not comply with these Rules, cannot be contacted, fails to respond within the specified time, fails to correctly answer the skill-testing question, fails to provide the required information or documentation or if the prize, prize notification or verification is returned as undeliverable, the potential winner may, at the Sponsor's sole discretion, be disqualified and he/she forfeits the prize. A potential winner is not a winner of any prize, even if a notification should so indicate, unless and until the potential winner has been confirmed a winner in accordance with these Rules. Sponsor and Administrator will not accept screenshots or other evidence of winning in lieu of its validation process. Any notification that occurs after the System has failed for any reason is deemed defective and is void and will not be honored.

Prizes must be accepted as awarded. Prizes may not be refunded or transferred. Sponsor and Administrator reserve the right, in their sole discretion, to substitute all or a portion of a prize with a prize of equal or greater value for any reason. Unclaimed prizes will not be reissued. Total approximate value of all prizes is \$15,000 Canadian dollars. By accepting a prize, winners authorize the Sponsor to broadcast, publish and disseminate their names, city and province of residence, photographs, likenesses, comments and voices, in connection with any promotion or publicity at no further compensation to the winners. In the event a potential winner is disqualified or not eligible, he/she shall not be awarded the prize and that prize may not be awarded, and Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

7. Entry Conditions and Release

By entering, each entrant agrees to: (a) comply with and be bound by these Rules and the decisions of the Sponsor and Administrator which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Sponsor, Administrator, TPG Rewards and Promotion Solutions, and their respective parents, subsidiaries, affiliated and related companies, the prize suppliers, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion and all of their respective past and present officers, directors, shareholders, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, arising from or in connection with the Promotion or an entrant's acceptance, use or misuse of a prize; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable legal fees) arising out of or

relating to an entrant's participation in the Promotion and/or entrant's acceptance, use or misuse of prize.

8. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the registration or entry process or the Promotion; (d) technical or human error which may occur in the administration of the Promotion or the processing of entries, including any irregular instant win messages; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion.

No more than the stated number of prizes will be awarded. If, due to an email, programming or any other error, more winning prize notifications are distributed than are intended to be awarded according to these Rules, only the number and type of prizes as contemplated by these Rules will be awarded. Upon discovery of such error the Sponsor may, at its sole discretion, cease or suspend all prize fulfillment and conduct a random drawing from among all eligible entries in accordance with these rules in order to determine the winners of the prizes.

9. Disputes

Except where prohibited by law, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by the Ontario Courts; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event legal fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. To the extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor and Administrator in connection with the Promotion, shall (unless otherwise prohibited by law) be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

10. GENERAL RULES:

- a) All entries become the property of the Sponsor and will not be returned.
- b) Subject in Québec to the jurisdiction of the Régie des alcools, des courses et des jeux, Sponsor reserves the right in its sole and absolute discretion to cancel, withdraw, amend, terminate or suspend this Promotion in whole or in part at any time without prior notice or obligation for any reason, including if a virus, bug or other cause beyond the reasonable control of Sponsor corrupts the security, fairness or proper administration of the Promotion. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the registration or entry process or the operation of the Promotion or to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Promotion, including fraudulently claiming any prize, is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. The Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.
- c) This Promotion is void where prohibited by law and is a subject to all applicable federal, provincial and municipal laws and regulations. All decisions of the Sponsor and/or Administrator are final, binding and conclusive in all matters relating to this Promotion.
- d) All entries are subject to verification (including, if required, submitting proof of identification, age or proof of being an authorized account holder) and Sponsor reserves the right to cancel and revoke any entries if they are found to be improper or if the entrant is subsequently found not to be eligible pursuant to these Rules. Proof of submitting an entry is not proof of receipt by Sponsor.
- e) Winners must accept prize delivery upon Sponsor's terms and delivery times. Any shipped prizes are not insured and Sponsor shall not assume any liability for lost, stolen, late, destroyed, damaged, or misdirected prizes.
- f) By registering for the Promotion, all entrants consent to the collection, use and disclosure of their personal information by Sponsor for the purposes of administering the Promotion, and otherwise in accordance with the Sponsor's Privacy Policy, available at <http://www.lindt.ca/contact-us/privacy-policy/> or as permitted or required by law. If you consent, personal information may also be used to send you information and special offers regarding the Sponsor's products. Any inquiry concerning the personal information held by Sponsor should be addressed to: LINDT & SPRÜNGLI (CANADA), INC., 900-181 University Ave., Toronto, ON M5H 3M7.
- g) For residents of Quebec, any litigation respecting the conduct or organization of this Promotion in Quebec may be submitted to the Régie des alcools, des courses et des jeux for a ruling. For residents of Quebec, 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.
- h) Winner's List: For a list of winners, send a self-addressed, stamped envelope with sufficient postage to: Lindt Swiss Classic Daily Draw 2016: Winners' List, 900-181

University Avenue, Toronto ON M5H 3M7. Requests must be received by June 30, 2016.