THE BUTTERFINGER CRACK THE SAFE INSTANT WIN AND SWEEPSTAKES OFFICIAL RULES

MANY WILL ENTER, FEW WILL WIN

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST THIRTEEN (13) YEARS OLD AT THE TIME OF ENTRY.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Butterfinger Crack The Safe Instant Win Game and Sweepstakes ("Promotion") is sponsored by Ferrero U.S.A., Inc. ("Sponsor"), 7 Sylvan Way, Parsippany, NJ 07054 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. **PROMOTION PERIOD:** The Promotion begins on January 29, 2021 at 12:00 PM (noon) Eastern Time ("ET") and ends on April 30, 2021 at 11:59:59 PM ET ("Promotion Period"). The Promotion consists of an "Instant Win Game" and a "Sweepstakes." The Administrator's computer is the Promotion's official clock.
- 2. **ELIGIBILITY:** This Promotion is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry. Officers, directors and employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (all such individuals and entities collectively referred to herein as the "Promotion Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's Game Plays (as defined below) associated with that household (determined by Sponsor and/or Administrator in its sole discretion) may be disqualified and any prize an entrant might have been entitled to win will not be awarded any may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

3. HOW TO PARTICIPATE: There are two (2) ways to enter the Promotion:

A. Make a Purchase: During the Promotion Period, an entrant may purchase one (1) of the following eligible Butterfinger products Butterfinger Fun Size 10.2oz. - 19.8 oz., Butterfinger Minis, 10.8 oz., Butterfinger Bites, 8 oz., Crunch Bar Fun Size, 10 oz., Crunch Bar Fun Size, 19 oz., Crunch Bar Minis, 10.5 oz., Baby Ruth Fun Size, 10.2 oz., Baby Ruth Fun Size, 19.8 oz, Baby Ruth Minis, 10.8 oz.,100 Grand Fun Size, 10 oz., or two (2) of the following eligible Butterfinger products in the same transaction Butterfinger Bar, 1.9 oz., Butterfinger Bar Share Size, 3.7 oz., CRUNCH Bar Share Size, 2.75 oz., Baby Ruth Bar, 1.9 oz., Baby Ruth Bar Share Size, 3.3 oz, 100 Grand Bar, 1.5 oz., 100 Grand Bar Share Size, 2.8 oz, Butterfinger Bites, 3.5 oz. from a participating retailer ("Qualifying Purchase"). Entrant must visit https://butterfingercasefiles.com ("Website") and enter his/her valid e-mail address. If it is the entrant's first time at the Website, the entrant must complete and submit the registration form 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, state, and zip code. After an entrant has logged on or registered he/she must then follow the instructions on the Website to upload an image of the Qualifying Purchase receipt. The entrant must then follow the on-screen instructions to play the instant win game and receive one (1) Game Play. Each Qualifying Purchase receipt may only be used once. A Qualifying Purchase receipt must be dated during the Promotion Period to be valid. Any Game Play made using a Qualifying Purchase receipt dated outside of the Purchase Period will be voided and not eligible to win a prize. The file must be in .JPEG, .JPG, or .GIF format (no PDFs will be accepted) and may not exceed 10 MB.

After the Game Play, the entrant will receive notification on the Website screen as to whether he/she is a potential "Instant Winner" ("Notification"). Each entrant will automatically receive one (1) entry into the Sweepstakes after playing the Instant Win Game. Each entrant who receives a winning Notification will be deemed a potential Instant Winner subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

Prior to submitting the original register receipt, it is strongly recommended that entrants print and maintain the original or a photocopy for themselves of all materials submitted. ENTRANTS SHOULD NOT SHOW OR GIVE A RECEIPT TO ANY STORE EMPLOYEE.

B. Without a Purchase: To obtain a Game Play and Sweepstakes entry without making a purchase, an entrant may legibly hand write his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address on a 3½" x 5" properly stamped postcard and mail it to: The Butterfinger Crack The Safe Instant Win Game, P.O. Box 251328, West Bloomfield, MI 48325. Requests sent in an envelope will not be accepted. Mail-in requests must be postmarked by April 30, 2021 and received by May 10, 2021. Entrant will receive one (1) Instant Win Game Play entry and one (1) Sweepstakes entry per Mail-In request. There is a limit of one (1) Mail-in request per day during the Promotion Period. Multiple mail-in requests with the same postmark date will be deemed one (1) request. Mail-in requests will not be returned and no further correspondence will be

entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.

LIMIT: Regardless of the method of entry, an entrant may only enter one (1) Receipt or Mail-In one (1) time per day during the Promotion Period. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period, except on January 29, 2021, when the day will start at 12:00 noon ET and end at 11:59:59 PM ET. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (determined by Sponsor or Administrator in their sole discretion) may be disqualified. If it is discovered or suspected, in Sponsor's sole discretion, that an entrant plays or attempts to enter more than one (1) Qualifying Purchase receipt per day to receive Game Plays, all of that entrant's Game Plays, in Sponsor's sole discretion, may be declared null and void and any prize(s) he/she might have been entitled to will not be awarded to him/her.

4. RANDOM DRAWING: On or about May 11, 2021, Administrator will randomly select one (1) potential Sweepstakes winner from among all eligible entries received during the Promotion Period. On or around May 11, 2021, Administrator will randomly select fifty (50) potential Instant Win Game winners from among all eligible Instant Win Game Mail-In requests received during the Promotion Period. All selected winners are potential winners, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator, in their sole and absolute discretion.

5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE ("ARV"):

- A. <u>Instant Win Game Prizes (2,450)</u>: There will be two thousand four hundred fifty (2,450) total Instant Win Game prizes available during the Promotion Period (each an "Instant Win Game Prize"). Each Instant Win Game prize is a \$5 e-gift card to winner's choice of the following retailers: Amazon.com, Apple Music, Mastercard®, or Walmart. No more than two thousand four hundred fifty (2,450) Instant Win Game Prizes will be available in the Promotion. The ARV of each Instant Win Game Prize is \$5. Terms and conditions of gift cards apply.
- B. Mail-In Instant Win Game Prizes (50): There will be fifty (50) total Mail-In request Instant Win Game prizes available during the Promotion Period (each a "Mail-In Instant Win Game Prize"). Each Mail-In Instant Win Game prize is a \$5 e-gift card to winner's choice of the following retailers: Amazon.com, Apple Music, Mastercard®, or Walmart. No more than fifty (50) Mail-In Instant Win Game Prizes will be available in the Promotion. The ARV of each Mail-In Instant Win Game Prize is \$5.
- **C.** <u>Sweepstakes Prize (1)</u>: The Sweepstakes prize is \$50,000 ("Sweepstakes Prizes"). There will be one (1) Sweepstakes Prize. The ARV of the Sweepstakes Prize is \$50,000.
- **D.** Total ARV: The total ARV of all available prizes in the Promotion is \$62,500.
- E. Odds of Winning/Limit: The odds of winning the Sweepstakes Prize depend on the total number of eligible Sweepstakes entries received during the Promotion Period. The odds of winning an Instant Win Game Prize depend on when the entrant completes a Game Play. The odds of winning a Mail-In Instant Win Prize depend on the total number of eligible Mail-In requests received during the Promotion Period. Instant Prizes will be made available at random times throughout the Promotion Period. To be a potential

winner of an Instant Win Game Prize, an entrant's Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential Instant Winner. The number of Instant Win Game Prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed. There is a limit of one (1) Sweepstakes Prize and one (1) Instant Win Game Prize per person during the Promotion Period.

- F. Prize Details and Restrictions: Terms and conditions of Digital Gift Certificates apply. Winner must protect the Digital Gift Certificates and treat the Digital Gift Certificates as he/she would any other valuable document. The Digital Gift Certificates will not be redeemed or exchanged for cash, except where required by law. The Digital Gift Certificates will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.
- G. General: In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended number of Prizes will be awarded in a random drawing from among all verified Prize claims received for that Prize. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

6. HOW TO CLAIM A PRIZE: After the random drawing, Administrator will notify the potential Sweepstakes Prize winner via e-mail at the e-mail address provided at the time of registration. Before being declared the winner of a Sweepstakes Prize, the potential Sweepstakes Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). The potential Sweepstakes Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to the potential winner or the prize may (in Sponsor's sole discretion) be forfeited. All potential prize winners may be requested to provide additional documentation for verification purposes. If a potential Sweepstakes Prize winner or a potential Instant Winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential winner fails to any requested documentation or an executed and notarized Affidavit within the ten (10) calendar day deadline (if applicable), the prize may be forfeited. If a prize

is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries (or non-winning Game Plays), as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Instant Win Game Prizes will be e-mailed to verified winners at the e-mail address provided at the time of registration within approximately 6 to 8 weeks from the end of the Promotion. The Sweepstakes Prize winner will be contacted to make fulfillment arrangements. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will issue an IRS Form 1099-MISC to each winner whose prize is valued at \$600 or more.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.

7. LIMITATION OF LIABILITY: By participating in this Promotion entrants agree that the Promotion Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers. Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotionrelated website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a prize. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Game

Plays/Sweepstakes entries and bonus Sweepstakes entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; 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 outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Plays/Sweepstakes entries, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, 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 a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play/Sweepstakes entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (i) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (I) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected,

damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Promotion, including the Website and prize components, are 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. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE NEW YORK COUNTY, NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK. 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. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.
- **9. PRIVACY:** Sponsor's privacy policy is available at https://www.ferreronorthamerica.com/privacy-policy-us.
- 10. PUBLICITY RIGHTS: By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL: Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an entrant has registered or attempted to register more than once using multiple e-mail addresses, accounts, multiple identities, proxy servers or like methods, all of that entrant's Game Plays/Sweepstakes entries will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional Game Plays/Sweepstakes entries in excess of the stated limitation, that entrant may, in Sponsor's sole discretion, be disqualified from the Promotion. In the event of a dispute as to the identity of a winner, the winning Game Play/Sweepstakes entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play/Sweepstakes entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-

mail address. Sponsor and Administrator reserve the right to disqualify any individual found. in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, thirdparty or like methods to participate in the Promotion 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 ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION 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.** If any provision of these Official Rules 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 Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays/Sweepstakes entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion 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 Promotion as set forth in these Official Rules shall prevail.

12. WINNERS LIST: To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: The Butterfinger Crack The Safe Instant Win Game and Sweepstakes - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by June 30, 2021.

Customer Service inquiries may be made at Contact Us.

© 2021 Ferrero U.S.A., Inc. All rights reserved.