

**Werther's Original Golden Stories Contest (the "Contest")**  
**OFFICIAL RULES (the "Official Rules")**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. You must have Internet access and an active e-mail account to participate.**

- **Sponsor:** Storck USA, L.P., 325 N. LaSalle, Suite 400, Chicago, Illinois 60654 ("Sponsor").
- **Administrator:** Probability LLC, 2 Woodstock Meadow Ln, PO Box 1484, Woodstock, NY 12498 ("Administrator").

**CONTEST OVERVIEW:** Interested parties (hereafter "Entrant") are invited to submit an essay/photo(s) of a cherished memory with a parent, grandparent, or loved one ("Entries") associated with Werther's Original. Winners will receive a personalized storybook keepsake from Werther's Original about their memory.

The Entries (as defined below) will be reviewed and scored by a panel of judges from Administrator ("Administrator Judges") to determine up to one hundred (100)\* finalists ("Finalists"). The Finalists' Entries will then be reviewed and scored by another judging panel from the Sponsor ("Sponsor Judges") to determine the forty-five (45)\* winners ("Winners").

\* Administrator reserves the right in its sole discretion to select fewer than one hundred (100) Entries as Finalists for advancement to the second and final round of judging, if, there is not a sufficient number of eligible entries of sufficient quality. If a potential Winner ("Potential Winner") is disqualified for any reason, there will be no prize of any kind awarded to such Entrant, and an alternate Potential Winner may be selected.

By entering and participating in the Contest, you agree to be bound by and abide by these Official Rules and the decisions of Sponsor and Administrator, which are final and binding in all respects and not subject to appeal.

**Overview of Key Dates and Times:**

<b><u>Period</u></b>	<b><u>Begin Date &amp; Time</u></b>	<b><u>End Date &amp; Time</u></b>
<b>Contest Entry Period</b>	<b>9:00:00 am ET on 5/5/25</b>	<b>11:59:59 pm ET on 5/26/25</b>
Contest Judging	5/27/25	6/3/25
Potential Winner Notification	6/4/25	6/13/25

1. **Eligibility:** The **Contest** is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age (or age of majority in their jurisdiction of residence, whichever is older) at time of entry. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize, and the entities owned and operated by those persons (collectively, the "**Promotion Entities**"), and immediate family and household members of

such individuals, are **not eligible** to enter, participate or win any prize. **"Immediate family members"** shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. **"Household members"** shall mean people who share the same residence at least three months a year, whether related or not. Potential Winners may be required to provide proof of eligibility, including legal residency upon request prior to prize award. Void where prohibited.

2. **Contest Entry:** The Contest begins on or about 9:00:00 a.m. ET on May 5, 2025, and ends at 11:59:59 p.m. ET on May 26, 2025 ("**Promotion Period**"). Sponsor's computer is the official clock for the Contest.

To enter the Contest, during the Promotion Period, navigate the Internet to [www.WerthersGoldenStories.com](http://www.WerthersGoldenStories.com) (the "**Website**"). On the Website, you must complete the entry form by providing: your full name and e-mail address. Then, you will be asked to include an essay (which should be no less than 250 words and no more 400 words in length) sharing a cherished memory with a parent, grandparent, or loved one\*\* ("**Essay**") and up to [five \(5\)](#) photos ("**Photo(s)**") with your entry but they will not be considered by either the Administrator Judges or Sponsor Judges. Essay/Photo(s) **must** be submitted on-line as part of the entry form (e-mail attachments will not be accepted). **ESSAY MUST BE SOLELY YOUR ORIGINAL WORK THAT IS BOTH CREATED AND OWNED BY YOU.**

**\*\*For clarity, loved one can be, but do not have to be a family member.**

Entry information and Essay/Photo(s) must all be submitted simultaneously.

CLICK THE CHECK BOX SIGNIFYING THAT YOU MEET THE CONTEST ELIGIBILITY REQUIREMENTS AND HAVE READ AND AGREE TO THESE OFFICIAL RULES AND THE SPONSOR'S TERMS OF USE ([HTTPS://WWW.STORCK.US/EN/LEGAL-NOTICE](https://www.storck.us/en/legal-notice)) AND PRIVACY POLICY ([HTTPS://WWW.STORCK.US/EN/PRIVACY-POLICY](https://www.storck.us/en/privacy-policy)). **IF YOU DO NOT CHECK THE BOX INDICATING YOUR AGREEMENT TO THE ABOVE, YOU WILL NOT BE ENTERED IN THE CONTEST AND CANNOT WIN A PRIZE. DO NOT CHECK THE BOX WITHOUT FIRST REVIEWING THESE RULES, SPONSOR'S TERMS OF USE AND SPONSOR'S PRIVACY POLICY.** Then, click the designated button to submit your entry. It is your sole responsibility to notify the Sponsor of a change in your e-mail address.

During the entry process, you will be asked to consent to receive promotional and reminder e-mails from Sponsor. **Consenting to receive promotional and/or reminder e-mails is optional, does not have to be agreed to in order to be eligible to participate in the Contest and does not improve your chances of winning.** In the event you do consent to receive these e-mails, the use of the e-mail address provided shall be subject to the Sponsor's privacy policy available at <https://www.storck.us/en/privacy-policy>.

An "**Entry**" consists of an individual's entry information as well as their Essay/Photo(s).

Incomplete submissions will not be accepted. To submit your Entry, click the "Submit" button on the entry form. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such Entry. Thank You Page merely indicates that your Entry has been received but does not constitute any representation that such Entry is eligible for the Contest.

**Photo file attachment(s) should be in one of the following formats: JPG, GIF, TIF, or HEIC. Total file size must be no larger than 5MB.** Submit your entry by clicking the "Submit" or similar button on the Website.

**All Entries must be received by 11:59:59 pm ET on 5/26/25.**

Entry must be created for the sole purpose of this Contest (DO NOT COPY OTHERS' WORKS, IN WHOLE OR IN PART. YOU MUST OTHERWISE COMPLY WITH THE CONTENT GUIDELINES BELOW AND OTHER TERMS HEREIN). Essay/Photo(s) must comply with these Official Rules in all respects, including without limitation, the Content Guidelines below.

Once submitted, Essay/Photo(s) cannot be modified by Entrant. Without limiting Sponsor's Terms of Use, by submitting an Essay/Photo(s), Entrant gives permission (and warrants and represents that he/she has obtained all rights necessary to give such permission and grant the license herein described, including from their parent/grandparent/loved one and (if applicable) from the photographer and/or other persons depicted/referenced in the Essay/Photo(s), as applicable) to Sponsor, and its designees and hereby grants Sponsor and its designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license ("**License**") to use Entrant's Essay/Photo(s), name, likeness, and all other information about the Entrant contained in the Essay/Photo(s) on any media and through any means now known or hereafter devised, including without limitation, the World Wide Web, and to otherwise use Entrant's Essay/Photo(s), name, likeness, and all other information about Entrant in the Essay/Photo(s), and make derivative works therefrom, without compensation in accordance with the requirements of this Contest and the advertising, promotion, and publicity of the Contest, Sponsor and its designee's products and services, and otherwise, as stated in these Official Rules (as solely determined by Sponsor and its designees) such License will be confirmed by Potential Winner upon Sponsor's request and Potential Winner agrees to timely complete, sign, and deliver any and all necessary documents, including without limitation, documents setting forth any licenses, releases, and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind. Sponsor's failure to receive all documentation from all individuals within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, will result in the disqualification of the entry and the possible selection of another entry as a Potential Winner.

**Limit one (1) entry per person during the Promotion Period, regardless of the number of email addresses or accounts a person may have.**

Multiple entries in excess of this limitation or mass entry attempts may result in disqualification of all entries by such person. Entries must be manually key-stroked by the Entrant; use of automated entry devices or programs (including but not limited to artificial intelligence or machine learning of any kind), or entries by third parties, are prohibited. Incomplete entries will be disqualified. Personal information collected in connection with this Contest will be treated in accordance with Sponsor's Privacy Policy, available at <https://www.storck.us/en/privacy-policy>.

**Two (2) or more persons MAY submit an entry regarding the same parent/grandparent/loved one and/or the same cherished memory.**

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify, or suspend the Contest. In such event, Sponsor reserves the right to conduct the Contest and award the Prizes described herein comprised of all eligible Entries received prior to and/or after (as appropriate) the action taken by Sponsor or otherwise award the Prizes in a manner which is fair, appropriate, and consistent with these Official Rules, or to terminate the Contest and not award the Prizes, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Contest will be posted on the Website.

Without limitation of any other term here, Sponsor and its agencies are not responsible for failed, partial, or garbled computer transmissions, technical failures of any kind (including but not limited to electronic malfunction or damage of any network, hardware, or software), any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, Entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer related to or resulting from participation in this Contest.

Data rates may apply if Contest Entry is submitted via your mobile device according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging/data rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your device's capabilities for specific instructions.

Entrants further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

3. **Content Guidelines:** In addition to complying with all other requirements of these Official Rules; each entry/Essay/Photo(s) must comply with the following guidelines ("**Content Guidelines**"). **Any Essay/Photo(s) that Sponsor/Administrator, in their sole discretion, determines is in violation of any Content Guideline may be disqualified from the Contest.** Each Essay/Photo:

- **MUST BE CREATED AND OWNED BY THE ENTRANT;**
- Must be truthful and not exaggerated (that is, memory must have actually occurred);
- Must not contain content, image(s) or material that violates or infringes any third-party rights of any kind, including without limitation, any third-party privacy, publicity, trade secret, and/or intellectual property rights, including third party registered and/or common law copyrights, trademarks, and patents;
- Must not intentionally disparage anyone, including (directly or indirectly) Sponsor, Administrator, any other person or entity affiliated with the Contest or products, services, or entities that are competitive with any of the foregoing;
- Must not violate or infringe any right of any third party, including but not limited to intellectual property rights, such as but not limited to rights of copyright, trademark, or patent, or rights of publicity or privacy (including but not limited to the rights of your parent/grandparent/loved one);
- Must not contain content, images, artwork, or other creative elements not created by and original to Entrant;
- Must not contain content, images, or other material that is misleading, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous;

- Must not contain content, images or other material that reflects, advocates or promotes bigotry, racism, hatred, harm, or exploitation of or against any class, group, or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age, or actions or activities that are restricted, prohibited, illegal, or unlawful (including without limitation, the consumption of alcohol or any other controlled substances);
- Must not contain content, images, or other material that is unlawful or in violation of or contrary to any Federal, State, or Local laws or regulations;
- Must not have been previously submitted in a promotion of any kind, or published, posted, exhibited, or displayed publicly for commercial use by any means and in any form or media (including but not limited to social media);
- Must not contain any personally identifiable information (for example, e-mail address, phone number, or residential address) or confidential information.
- Entrant represents and warrants that his/her parent/grandparent/loved one and any other persons included in their Essay/Photo(s) have provided their full and complete permission to be included in the Essay/Photo(s).

**In addition to the foregoing, the Photo(s) file cannot:**

- Contain executable programming of any kind, including without limitation, viruses, worms, Trojan horses, spyware, malware, time bombs, Easter eggs, cancel bots, or any kind of malicious or benign computer programming whatsoever; and
- Contain encrypted content of any kind, including, without limitation, encoded messages.

**FOR ALL ESSAYS, THE ESSAYS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SUCH ESSAYS.**

- 4. JUDGING (Winner Determination/Notification):** Eligible Entries will be initially judged on a rolling basis by a panel of judges comprised by the Administrator (“**Administrator Judges**”). For this first stage of judging, the Administrator Judges will review each of the Entries (i.e., each Essay) and select up to one hundred (100) Finalists. The scoring by the Administrator Judges will be based on criteria below, each judged on a scale of 1-10 (10 being the highest) as follows:

- a. Originality & Sweetness (10%);
- b. Clarity and Visual Appeal (30%);
- c. Does the Essay reflect the Werther’s brands key themes (generational connections, heartfelt moments, sharing sweetness) (40%); and
- d. Does the Essay offer a unique family tradition/story (20%).

When the total scores are tabulated by the Administrator Judges, the top Entries will advance to the second and final phase of judging. Administrator Judges reserve the right to advance fewer than one hundred (100) Finalists’ Entries to the next stage if, in their sole discretion, they do not receive a sufficient number of eligible Entries of sufficient quality. The up to top one hundred (100) Finalists’ Entries will then be judged by another judging panel from Sponsor, who will select the forty-five (45) Winners based on the same judging criteria listed above. For the avoidance of doubt, the ranking of Finalists by the

Administrator Judges will **not** be taken into account by the second judging panel from Sponsor (“**Sponsor Judges**”) in their evaluation of the Finalists’ Entries. The forty-five (45) Entrants with the highest final scores from the Sponsor Judges’ panel will be deemed Potential Winners. In the event of a tie in either round of judging, the tie will be broken in favor of the Entrant with the higher “Originality & Sweetness” criterion among the tied Entrants; in the event there is still a tie in either round of judging, the tie will be broken in favor of the Entrant with the higher “Does the Essay reflect the Werther’s brands key themes” criterion among the tied Entrants; such Entrant will be deemed a Finalist or Winner as the case may be.

By participating, Entrant waives any right to review or inspect the results of the evaluation of Entries by Administrator Judges and/or Sponsor Judges.

For the avoidance of doubt, if an Entry is selected as one of the Finalists but NOT as a Winner, the Entrant will **NOT** receive any prize.

Each Potential Winner will be contacted by email on or about June 4, 2025. Potential Winner will be required to sign and return, within seventy-two (72) hours of notification, an Affidavit of Eligibility, Release, and Indemnification, a Publicity Release where allowed by law, as well as any release(s) from the Potential Winner’s parent/grandparent/loved one and any other person(s) who appear/are referenced in or were involved in the creation of the Essay/Photo(s) (collectively, “**Contest Documents**”). Affidavit will also include a Grant of Rights from Potential Winners to Sponsor, as detailed above. If the Affidavit of Eligibility, Release, and Indemnification, and Publicity Release, or any other portions of the Contest Documents are not returned to Sponsor within the specified time period, the Potential Winner may be disqualified. If a Potential Winner is disqualified for any reason, there will be no prize of any kind awarded and an alternate Winner may be selected.

In the event of any dispute concerning the identity of any Entrant, the Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting e-mail account. “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 or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

## **5. Prizes:**

**First Prize (twenty (20) First Prize Winners):** Each First Prize Winner will have the story in their Essay/Photo(s) transformed into a personalized high-quality, 24-page, physical storybook keepsake that will memorialize the beautiful memories each unique winner has with their multigenerational connections.

**Second Prize (twenty-five (25) Second Prize Winners):** Each Second Prize Winner will have the story in their Essay/Photo(s) transformed into a personalized high-quality, 24-page, e-book storybook keepsake that will memorialize the beautiful memories each unique winner has with their multigenerational connections.

**Winner understand and agrees that he/she will have no right of review or approval of the storybook prior to completion. If winner is not pleased with the storybook after prize award for any reason, Sponsor and Administrator shall not have any liability or obligation to winner under any legal theory.**

**Prizes have no retail value.**

No substitution or transfer of prize except with Sponsor’s permission or where required by law. If for any reason any announced prize becomes unavailable, Sponsor in its sole

discretion may award a substitute prize of its sole choosing. Prize is not redeemable for cash. All Potential Winners are subject to verification of eligibility.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

- 6. Conditions and Limitations of Liability:** By participating, each Entrant agrees: (a) to be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects; and (b) to release, discharge and hold harmless each of the Promotion Entities, Meta Platforms, Inc., X Corp., each of their respective advertising and promotion agencies, any entity responsible for the administration of this Contest, each of the foregoing entities' respective parent, subsidiary, related, affiliated, and successor companies, and each of their respective officers, directors, agents, representatives, and employees (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage, including, without limitation, death and bodily injury, arising in any manner, directly or indirectly, in whole or in part, from participation in this Contest or any Contest-related activity.

By accepting the Prize, each Winner grants Sponsor and its designees permission to use his/her name, voice, likeness, photograph, Prize information, biographical data, and city and state of residence on a winners' list (if applicable) and for programming, publicity, and promotional purposes, worldwide in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. Sponsor and its designees are not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, at Sponsor's discretion, without further obligation or compensation. Contest subject to the laws of the United States only. All Federal, state, and local laws and regulations apply. All Entries become the property of Sponsor and will not be acknowledged.

- 7. Force Majeure.** The Administrator and Sponsor are not responsible or liable to any Entrant or Potential Winner (or any person claiming through such Entrant or Potential Winner) for failure to supply the applicable Prize or any part thereof, by reason of any acts of God, any action, regulation, order, or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order, or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, COVID-19 or any virus, disease, and/or pandemic, as well as any private sector or governmental response thereto, 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 the sole control of Administrator and Sponsor.
- 8. Disputes:** To the fullest extent permitted by law, Entrant agrees that: any and all disputes, claims and causes of action at law or in equity arising out of or connected with this Contest, or the awarding of the Prizes shall be resolved individually, without resort to any form of class action, and exclusively by courts located in the State of Illinois within Cook County; any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental, special 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. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

- 9. PRIVACY POLICY/DATA COLLECTION:** Information provided by you in conjunction with a Contest entry is subject to Sponsor's privacy policy, available at <https://www.storck.us/en/privacy-policy>.
- 10. Winners List:** For the names of Winners, mail a self-addressed, stamped envelope to: The Werther's Golden Stories Contest Winners, c/o Probability, PO Box 1559, Social Circle, GA 30025-1559. All such requests must be received by July 11, 2025.

***This Contest is in no way sponsored, endorsed or administered by, or associated with Meta Platforms, Inc. or X Corp. You understand that you are providing your information to claim prize you may win to Sponsor and not to Meta Platforms, Inc., or X Corp.***