

Ghirardelli Golden Squares Sweepstakes Official Rules

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING.

NO PURCHASE NECESSARY. ONLINE ACCESS REQUIRED.

1. **SPONSOR:** The GHIRARDELLI Golden Squares Sweepstakes (the “Sweepstakes”) is sponsored and administered by Ghirardelli Chocolate Company 1111 139th Ave., San Leandro, CA 94578 (the “Sponsor”).
2. **ENTRY PERIOD:** The Sweepstakes begins at 10:00 a.m. Pacific Standard Time (“PST”) on February 22, 2022 and ends at 8:00 p.m. Pacific Daylight Time (“PDT”) on May 22, 2022 (the “Entry Period”). All entries must be received by 8:00 p.m. PDT on May 23, 2022.
3. **ELIGIBILITY:** This Sweepstakes is only open to legal residents of the continental United States and the District of Columbia, 18 years or older at the time of entry. Winners must reside within 100-mile radius of San Leandro, California. Employees and their immediate families, including household members, of the Sponsor, its parent company, affiliates, subsidiaries, divisions, advertising, and promotion agencies and anyone involved in the production, development, implementation, administration, or fulfillment of this Sweepstakes (collectively, the “Sweepstakes Parties”) are not eligible. Void where prohibited.
4. **HOW TO ENTER:** During the Entry Period, you must provide all of the required information. Limit one entry per day.
 - I. Visit the Ghirardelli Ice Cream & Chocolate Factory Outlet located at 1111 139th Avenue, San Leandro, California
 - II. With any purchase you will receive a flyer with a QR code and URL (weblink) to access the entry form, enter your contact information and receipt details (that includes the receipt number, date & total amount).
 - III. Once you select submit, you then will be automatically entered into the contest.
 - IV. To enter without purchase, ask the cashier for a physical entry form which you will need to fill out and mail to Ghirardelli Chocolate Company Attn: Golden Square Sweepstakes, 1111 139th Ave San Leandro, CA 94578 all mail in entries must be postmarked by May 23, 2022. One entry per email address.

Entries become the property of Sponsor upon receipt and will not be acknowledged or returned. Sweepstakes Parties are not responsible for lost, late, misdirected, corrupted, or incomplete entries. Sponsor is not responsible for lost, late, or misdirected mail; printing errors; server unavailability; or computer or any other electronic or telecommunications malfunction. Proof of submission is not proof of receipt by Sponsor. Entries generated by a script, computer programs, macro, programmed, robotic, or other automated means are void and may be disqualified. Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. For purposes of the Sweepstakes, an on-line entry is “received” when Sponsor’s website’s servers record the entry information. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of an entry for purposes of the Sweepstakes. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

5. PRIZES, APPROXIMATE RETAIL VALUE, AND ODDS:

There will be five (5) Grand Prize Winners who will each win the following:

- A tour of the Ghirardelli Chocolate Factory in San Leandro, CA and attend Ghirardelli Chocolate School located there for winner and one guest (guest must be 5 years of age or older); and Ghirardelli Chocolate gifts.
- Approximate Retail Value (“ARV”) of a Grand Prize: \$450.00. Grand Prize does not include transportation to or from Factory or hotel accommodations.

Odds of winning depend upon number of entries received. Tour must be taken by September 13, 2022 on a date agreed to by Sponsor or prize will be forfeited. Prize (or portions thereof) is not transferable (except at Sponsor’s sole discretion); no substitutions or cash equivalents are allowed except by Sponsor who reserves the right to award a prize of equal or greater value if advertised prize (or portion of prize) is unavailable. Prizes are not redeemable for cash. Prizes are subject to availability. All taxes are responsibility of winners. Sponsor reserves the right to disqualify any winner and terminate any portion of the prize if it deems, in its sole discretion, such person or his/her guest acts in a manner not in keeping with Sponsor’s image or harming Sponsor’s goodwill.

6.DRAWING AND WINNER NOTIFICATION:

Prize winners will be determined by a random drawing from all eligible entries received by the end of the Entry Period. Drawing will occur on or about June 13, 2022. The random drawing shall be conducted by Sponsor, whose decisions are final with respect to all aspects of the Sweepstakes. The winner will be notified through email (as provided on his/her entry form) within seven (7) business days of the drawing. Winner and guest will be required to complete, sign, and return an affidavit of eligibility, publicity release (except where prohibited) and liability release form within seven (7) business days of receipt of prize notification, or the prize may be forfeited. If prize notification is returned as undeliverable or the winner fails to return the affidavit and release as specified, the winner will be disqualified, and an alternate winner may be selected.

7. GENERAL CONDITIONS/INDEMNIFICATION:

By participating in the Sweepstakes, each Entrant agrees to be bound by these Official Rules and instructions and by all decisions of the Sponsor. By participating, Entrants and winners, agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties, and each of their respective directors, officers, employees, agents, successors and assigns, from and against any claims, damages, costs (including attorneys’ fees) losses, fines, injuries (up to and including bodily injury and death), or liability due to any damages, losses, or injuries to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in or use of the prize. Any false information provided within the context of the Sweepstakes by any Entrants or winner may result in the immediate elimination from the Sweepstakes or forfeiture of any prize. Acceptance of prize constitutes permission to use winners’ names, cities and states, voices, portraits, pictures, likenesses, footage, entries, essays (if applicable), opinions, and biographical information for promotional purposes in any and all media (including on Sponsor’s social media sites and website) and manners throughout the universe, in perpetuity, without further compensation or permission, except where prohibited by law.

The Sweepstakes Parties are not responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes. In the event the Sweepstakes is compromised by virus, bug, unauthorized human intervention, or other causes beyond the control of Sponsor that corrupts or impairs the administration, security, fairness, or proper play of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to suspend or

terminate the Sweepstakes and award the applicable prizes from among all eligible entries received by the date of the compromising event that were not damaged or destroyed. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right, in their sole and absolute discretion: (a) 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; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. All questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the rights and obligations of entrants shall be governed by California law, without regard to its conflicts of law principles.

8. **PRIVACY POLICY:** Information collected by Sponsor in connection with this Sweepstakes may be used by Sponsor and shared with third parties involved in administration of the Sweepstakes in accordance with the online Privacy Policy posted at <https://bit.ly/GCCGoldenSquare> The entrant agrees to the collection, processing, and storage of his/her personal data by Sponsor and/or Administrator for the purposes of the Sweepstakes.

9. **WINNERS LIST:** To obtain a copy of the winners' list (first name/city/state), after June 13, 2022, please email Sponsor at customerservice@Ghirardelli.com or send a self-addressed stamped envelope to: Ghirardelli Chocolate Company, 1111 139th Avenue, San Leandro, CA 94578 and include the text: 2022 GHIRARDELLI CHOCOLATE GOLDEN SQUARES SWEEPSTAKES WINNER LIST. Requests received more than sixty (60) days, after the completion of the entry period will not be honored.

END OF OFFICIAL RULES