

Terms and Conditions

These Terms and Conditions are between you and Energizer Trading Limited located at Sword House, Totteridge Road, High Wycombe, HP13 6DG England (the “Promoter”) and will be treated as having final say in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials. Plej Sp. z o.o. located at ul. Sielecka 35 00-738 Warszawa (the “Administrator”) will be administering this Promotion on the Promoter’s behalf. Davinci Micro Fulfillment located at 14E Easy Street Bound Brook, NJ 08805 (the “Distributor”) will be delivering the Gifts on the Promoter’s behalf. Entry/claim instructions form part of the Terms and Conditions, and by participating, all claimants are considered to have accepted and be bound by the Terms and Conditions. Please keep a copy for your information.

Eligibility

This Energizer Promotion is open to all residents of Canada aged 18 or over, excluding employees of the Promoter and Administrator, its affiliates or agents, the immediate families of such employees and any other person connected with this Promotion. Energizer will not be responsible for any under-age entries.

1. Purchase is necessary. **Please retain an itemised receipt that states the time and date of purchase prior to claim, but within the Promotion Period, as this may be required for validation and in order for a consumer to claim their Gift.** Internet access is required. Entrants may be required to upload their receipt or provide it to the Promoter on request as proof of purchase.
2. **Purchase Period:** Make a purchase between 00.01 CDT on 1st September 2023 and 23.59 CST on 29th February 2024 inclusive.
3. **Claim Period:** The Promotion is open from 00.01 CDT on 1st September 2023 and closes at 23.59 CST on 31st March 2024.
4. **Entry Instructions:** This Promotion is exclusive to customers who:
 - Spend at least CAD\$20 on any *Energizer*[®] batteries, battery chargers or flashlights within the Purchase Period. The CAD\$20 spend must be on one receipt.
 - Visit www.trolls3.energizerfun.com (the “Energizer Promotional Website”), and enter their product barcode, full name, email address, residential address, contact number, and if requested, a picture of their receipt clearly showing a qualifying product purchase/s that meets the CAD\$20 threshold on one receipt only.
 - Customers will receive an email to the address provided, asking them for verification by clicking a link.
 - Having clicked on the link in their email and once verified, customers will receive an email confirming that they will be receiving their Trolls 3 plush toy within 60 days.
5. Recipients must allow up to 60 days for delivery of their Gift to the address provided, although the promoter will endeavour to send Gifts out within 28 days of a valid claim. In the unlikely event that a Gift doesn’t arrive within 60 days of a valid claim, recipients will have a further 28 days to inform the

Promoter by emailing support@trolls3.energizerfun.com. If a recipient does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the Gift.

6. If the customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services at support@trolls3.energizerfun.com.
7. Purchase of licenced *Energizer*[®] products are not eligible for entry. These include automotive/marine batteries, USB chargers and power banks.
8. All Promotion entries received after the Closing Date are automatically invalid.
9. **The Gift:** The first 1000 customers who correctly follow the entry instructions will receive one of 2 characters of a Trolls 3 officially licensed plush toy (“toy” or “Gift”) ranging between 21-26cm in height, depending on the toy. The selection of the toy delivered to each eligible customer is at the discretion of the Promoter, customers will not have a choice of which toy they receive.
10. Maximum of 1 claim is permitted per product purchased, with a maximum of 3 claims/Gifts permitted per household throughout the Promotion Period. One itemised receipt per claim must state the time and date of purchase, which must pre-date the claim date and time, but be within the Promotion Period. Consolation gift of fun-sized plush Energizer Bunny available if all 1000 Trolls 3 small plush toys are claimed before end date.
11. Providing your personal data is voluntary, but necessary, to participate in the Promotion. The Promoter is the data controller and has appointed the Administrator to be the data processor. Your personal data will be processed based on the legitimate interests of the Promoter (a) for no longer than is necessary to conduct the Promotion and (b) after the Promotion, only to defend against possible claims of participants, or to comply with legal obligations, relating to the Promotion. By participating in the Promotion, you will receive emails from the Administrator in confirmation of your claim and about the Promotion. If you are entitled to a Gift, the Administrator will use your personal data to deliver it. You have the right to access, rectify, transfer, and delete your personal data and to object to or limit the processing of your personal data. The Promoter does not intend to transfer your personal data to third countries. To learn more about your rights and how to exercise them, including by contacting the Promoter, please visit the Promoter’s privacy policy, available through <https://energizergrouplegal.com/EN-Privacy-Notice-Canada.html> explains how the Promoter protects your personal information, your rights for controlling your personal information, and how to contact the Promoter to exercise your rights.

General

12. It is a condition of the Promotion that the entrant agrees to be bound by these rules, and in particular that the decisions of the Promoter on any matters whatsoever arising out of or connected with the Promotion are final.
13. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you participate in a way that is not consistent with these Terms & Conditions, your claims (and any of your

associated aliases) will be disqualified. Any Gift awarded may be void and recoverable, and the Promoter reserves the right to bar you from participating in future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:

- Verify the eligibility of participants by requesting such information it considers reasonably necessary for this purpose. Gift may be withheld until verification is completed.
- Disqualify entries that are not made directly by the individual participating in the Promotion.
- Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
- Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
- Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
- Disqualify participants who tamper with the claim process.
- Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.

14. The Gifts are non-transferrable. There are no alternatives to the Gift offered. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the Gift for an alternative of equal or greater value.

15. The Promoter will do all that it reasonably can to ensure that the Energizer Promotional Website is functioning correctly throughout the Promotion Period. However, the Promoter will not accept responsibility for Promotion entries or claims that are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any delivery, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the Energizer Promotional Website.

16. In entering the Promotion, the participant confirms that they are eligible to do so and eligible to claim the Gift. The Promoter reserves the right to verify the eligibility of entrants including but not limited to requiring proof of an entrant's identity, age, place of residence and/or that they are not employed by the Promoter or its Agent (which must be provided within 14 days). The Promoter reserves the right, in its sole discretion, to refuse to award the Gift, withdraw Gift entitlement and/or refuse further participation

in the Promotion and disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions or any instructions forming part of this Promotion's entry requirements, corrupted or affected the administration, security or integrity of the Promotion, tampered with the entry process, engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion or otherwise gained unfair advantage in participating in the Promotion or won using fraudulent means. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification. The Promoter will be the final arbiter in any decisions, and these will be binding.

17. This Promotion and these Terms and Conditions are governed by Canadian Law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Canada.

18. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the/a Gift, except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.

19. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could corrupt or affect the proper operation of this Promotion or the awarding of Gifts, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel, suspend or amend the Promotion or these Terms and Conditions, at any stage, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.

20. The Promoter or DreamWorks Animation LLC and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, assigns and successors-in-interest will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these terms and conditions if an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God, or any other circumstances beyond the reasonable control of the Promoter.

21. A claim must be made directly by the individual participating the Promotion. Bulk claims from trade, consumer groups or third parties will not be accepted. Incomplete or illegible claims and claims submitted by macros or other automated means together with claims which do not satisfy the requirements of these Terms & Conditions in full will be disqualified and will not be counted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant's claims in a way that is not consistent with the rules of the Promotion, that participant's entries will be disqualified and any Gift awarded will be void. Participants are not permitted to enter using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.

22. If any part/s of these Terms & Conditions should be determined to be illegal, or are legally ruled to be invalid or otherwise unenforceable then the remainder will not be affected and will continue in full force and effect.

23. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.

24. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

25. ©2023 Energizer. Energizer, and the Energizer Character design, and certain graphic designs are trademarks of Energizer Brands, LLC and related subsidiaries.