

Thank you for your interest in Haribo's Unicorn Promotion ("Promotion")!

These **Terms of Service** ("Terms") are a binding legal agreement between you and Haribo of America and its related promotional partners and each of their respective parent companies, affiliates, subsidiaries, franchisees, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of the above organizations (collectively, "Haribo") regarding the ability to visit the Haribo Unicorn property ("Property"). By participating in the Promotion, you are deemed to agree to these Terms.

ELIGIBILITY: The ability to reserve the Property for a visit is open to legal adult residents of the 50 United States (including the District of Columbia) who are the age of majority or older in their state or jurisdiction of residence at the time of entering. The opportunity to visit the Property will be granted on a first-come, first-served basis, beginning at the start time outlined below. Haribo's computer timeclock is the official timekeeper for all Promotion purposes. By participating and seeking to visit, you agree to abide by these Terms, the decisions of Haribo and the priority of visitors as determined by Haribo's computer timeclock, regardless of any information or evidence which might contradict the priority determinations of Haribo's systems.

SCHEDULE A VISIT: The opportunity to schedule a visit to the Property begins on April 9th, 2024 at 12 p.m. Eastern Standard Time ("EST") and will continue until all available days are claimed. ("Entry Period")

To enter to visit the Property, visit the website at www.haribotreatretreat.com ("Site") during the Entry Period and follow the instructions to claim an opportunity to visit. **IF YOU DO NOT COMPLETE THE REQUEST WITHIN TEN (10) MINUTES OF INITIATING THE SCHEDULING PROCESS, YOU WILL BE TIMED OUT AND MUST ATTEMPT TO LOG BACK IN IF YOU WISH TO PARTICIPATE.** If you are successful in securing a visit, you will be notified immediately, and Haribo will provide you with further information regarding the completion of your arranged visit and the details of accessing the Property during the period of your visit. You will be required to submit a valid credit card with a sufficient balance to cover a security deposit and potential additional charges. You agree that Haribo may hold a damage deposit amount on your credit card to cover any potential damages caused during your visit. If no damage is incurred during your visit, the damage deposit amount will be released shortly thereafter.

Individuals may only visit the Property for a maximum of two nights. Limit one visit per person. Any person attempting to enter on behalf of a different person, to seek more than the allotted visitations, or to seek entries in any manner that otherwise violates these Terms will be ineligible to participate or to visit the Property.

ARRANGEMENTS: When you arrange to visit the Property, you will be required to execute a visitation agreement. You are also agreeing that Haribo may charge your credit card for the damage deposit, and reserve any applicable damage amounts after your visit. In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the visitation agreement, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified during the process. It is your responsibility to read and

understand these rules, standards, policies, and requirements prior to finalizing the arrangements for your visit.

Entry time is 4:00 p.m. Eastern Standard Time (“EST”) and you must exit the Property by 11 a.m. EST. By agreeing to visit the Property, Haribo provides you with a limited license to enter, occupy, and use the Property during the agreed upon time-period only. Haribo retains the right to re-enter the Property during your visit, to the extent: (i) it is reasonably necessary, and (ii) consistent with applicable law. If you stay past the exit deadline, Haribo has the right to make you leave in a manner consistent with applicable law, including by imposing reasonable monetary damages.

CANCELLATIONS: In general, if you cancel your visit for any reason, you will lose all rights associated with visiting the Property and no alternate dates or other compensation will be granted to you. If cancellations occur, the next eligible person who entered to visit the Property will be granted the opportunity to visit during the open time period.

By entering to visit, you agree that any information collected in connection with the entry may be used by Haribo for the intended purpose outlined herein. All information must be manually keystroked and include a valid email address. In the event of a dispute as to the identity or eligibility of the selected party, or if more than one person uses the same email account, the winning entry will be declared made by the “Authorized Account Holder” of the account submitted at the time of entry, unless agreed otherwise. The “Authorized Account Holder” is the person to whom the applicable Internet service provider has assigned the account. We expressly reserve the right to disqualify any entries which exceed the stated limits or we believe in good faith are generated by an automated program or via scripts or via any other means that are fraudulent or not allowed by these Terms.

The Property is offered by Haribo and provided “AS IS” with no warranty, representation or guarantee, express or implied, in fact or in law, made by Haribo or for which Haribo shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of the Property, to any guests or third party; (ii) we do not warrant the performance or non-interruption of the Property or Site. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties will be limited to the maximum extent permitted by law.

PUBLICITY RELEASE: Except where prohibited, participation in this Promotion and visiting the Property constitutes your consent that your name, likeness, posts, comments, voice and/or biographical data, and those of any of your guests at the Property, may be used in any medium for advertising and promotional purposes without limitation and without additional notice, compensation or consent. You understand and agree that Haribo might photograph or videotape portions of your visit, and you agree that such footage and images, may be used in any medium for advertising and promotional purposes without limitation and without additional notice, compensation or consent.

YOUR RESPONSIBILITIES: You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite or provide access to the Property. For example: (i) you are responsible for leaving the Property (and related personal property) in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable damage amounts necessary to cover damages or losses that you or your guests, cause

to the Property, and (iii) you must act with integrity, treat others with respect, and comply with applicable laws at all times during your visit. If you allow a minor to visit the Property, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.

You further agree as follows:

The Property is smoke free and drug free, and you will not allow smoking or the use of drugs in or around the Property at any time.

You will not bring or allow others to bring pets or animals of any kind inside the Property.

You agree not to have parties or entertain more than 4 people at a time at the Property. You are responsible and liable for any party or event during your visit that violates our rules for parties and events and/or results in any damage or loss to the Property or to others.

You will not remove or allow others to remove any property or other elements from the Property.

You agree to understand and follow the laws that apply to you.

You agree not to use the name, logo, branding, or trademarks of Haribo or others without permission.

You agree not to offer or solicit prostitution or participate in or facilitate human trafficking in connection with your use of the Property.

You hereby agree you do not have a history of violent, stalking or harassing behavior. You agree that your behavior during your visit to the Property will conform to the general standards expected by property owners when a person visits their property, and you will not behave in a manner which jeopardizes the health, safety or happiness of any individuals or the general public, either before, during or after your visit to the Property.

You assume full responsibility for any and all damages, injuries, losses or costs whatsoever, whatever the cause, that you or your guests may sustain, no matter the cause, including without limitation those caused by a negligent act or a negligent failure to act. You release, discharge, and indemnify Haribo and all persons and entities connected with the Promotion from any and all claims which arise in connection with the Promotion or Property, including without limitation property damage, injury, illness, death, invasion of privacy rights or defamation to you or your guests.

You acknowledge that Haribo has not arranged for, and does not carry, any insurance for your personal benefit or that of your guests, heirs, executors or administrators relative to your visit to the Property; and that you are solely responsible for obtaining and paying for any life, travel, accident, property or other insurance you desire relative to the Property on behalf of you and your guests.

You are responsible for the payment of any taxes or fees required by applicable law for your visit at the Property. Your visit to the Property does not constitute a tenancy or entitle you to any right of exclusive occupancy of the Property.

ASSUMPTION OF RISK: You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Property or any other interaction you have with Haribo or others

whether in person or online. This means it is your responsibility to investigate the Property to determine whether it is suitable for you or creates any special risks or issues for you. For example, the Property may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks on behalf of yourself and your guests by choosing to visit the Property.

COMPLAINTS/DAMAGES: If Haribo becomes aware that you or your guest(s) damaged the real or personal property associated with the Property, including consequential damages (“Damage Claim”), Haribo may access your damage deposit and assess additional charges as needed to cover the costs of the Damage Claim. If the damage deposit is not sufficient to cover the amount of the Damage Claim, then you agree Haribo can collect the additional amount of the Damage Claim from you by using the credit card provided in connection with arranging for your visit to the Property. You agree Haribo may seek to recover from you under any insurance policies you maintain and that Haribo may also pursue against you any remedies it may have available under applicable law, including referral of the matter to a collections agency, and/or pursuit of available causes of action and/or claims against you. You agree to cooperate in good faith, provide any information Haribo requests, execute documents, and take further reasonable action, in connection with Damage Claims, claims under insurance policies, or other claims related to your visit to the Property.

LIMITATIONS OF LIABILITY: Neither Haribo nor any other party involved in creating, producing, or delivering the Promotion, Site or Property will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the Property or the Site, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the Property or Site, (iv) any promotional materials featuring you or your guests or (v) provision or use of the Property, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Haribo has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

In no event will Haribo’s aggregate liability for any claim or dispute arising out of or in connection with these Terms or your use of or inability to use the Property or Site exceed your actual costs in participating in the Promotion.

These limitations of liability and damages are fundamental elements of the agreement between you and Haribo. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

INDEMNIFICATION: To the maximum extent permitted by applicable law, you agree to release, defend (at Haribo’s option), indemnify, and hold Haribo harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms including any supplemental or additional terms that apply to the Property as communicated to

you in advance, (ii) your improper use of the Site or the Property, (iii) your interaction with any individuals associated with Haribo, the Property or the Promotion or the use of the Property by you or your guests, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, visit, participation or use, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.

GOVERNING LAW/VENUE: These Terms will be interpreted in accordance with the laws of the State of New York, without regard to conflict-of-law provisions. All disputes arising out of or connected with this Promotion or the Property will be resolved individually, as outlined herein and without resort to class action, exclusively by the appropriate federal or New York State Court. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York.