

## The “2026 Kilwins Valentine’s Day” Sweepstakes

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

Sweepstakes may only be entered in or from the 50 United States and the District of Columbia, excluding California and Hawaii, and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia or if you are located in California or Hawaii.

**1. How to Enter.** During the Sweepstakes Period (defined below), access the Instagram application on your mobile device, follow the links and instructions to become a follower of @kilwins and tag a friend in a comment on the Sweepstakes post. You must make sure the “Photos Are Private” option in the account settings on your Instagram account are set to “OFF”. You must have an Instagram app and account to enter via this method. If you do not have the Instagram app, you may download it through the application store on your device. The Instagram app is free.

If you choose to enter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, photos, videos, captions, tweets and posts shall be collectively referred to herein as the “Submissions” or each as a “Submission.”

**By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties; and (c) any third parties appearing in the Submission have given entrant appropriate consent and used as permitted herein. Sponsor reserves the right to request releases from any third parties appearing in any Submissions at any time. Failure to produce third party releases upon Sponsor’s request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.**

Providing a Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

**Limit one (1) Submission per person regardless of method of entry.** Entrants are not permitted to submit a Submission more than once during the Sweepstakes Period. Duplicate Submissions

by the same person will be subject to disqualification. All terms and conditions of Instagram.com apply. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

**2. Sweepstakes Entry Start/End Dates.** Sweepstakes begins at 10 AM Eastern Time ("ET") on February 1, 2026 and ends at 11:59 PM ET on February 10, 2026 ("Sweepstakes Period").

**3. Eligibility.** Participation is open only to legal residents of the fifty (50) United States and the District of Columbia, excluding California and Hawaii, who are at least **eighteen (18) years of age and the age of majority in their state of residence**. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Void in California and Hawaii. Employees, officers and directors of Kilwins Chocolate Franchise, Inc. ("Sponsor") DAC Group, Louisville, Inc., and their respective parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia or if you are located in California or Hawaii. All federal, state and local laws and regulations apply.

**4. Random Drawing/Odds.** Winners will be selected in a random drawing from all eligible entries received on or about February 11, 2026. Odds of winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by Sponsor.

**5. Prize.**

**Five (5) Prizes:** There are five (5) Prizes available to be won. Each Prize consists of one (1) \$100 Kilwins eGift Card. Approximate Retail Value ("ARV") of each Grand Prize: \$100. Gift

card is redeemable at any participating brick-and-mortar Kilwins store location in the U.S., and online at [www.kilwins.com](http://www.kilwins.com). Gift card terms and conditions apply.

Total ARV of all prizes combined: \$500. Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of prize or any component thereof, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the sole responsibility of the winner.

**6. Notification.** Potential winner will be notified by a direct message and/or by Sponsor posting a comment to the potential winner's Submission on his/her Instagram account on or about **February 11, 2026**. Potential winner will be required to reply to the direct message via Instagram or email Sponsor within five (5) calendar days in order to claim their prize and may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) calendar days of receipt. If any potential winner is considered a minor in his/her jurisdiction of residence, Affidavit of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian.

If any potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting). Upon prize forfeiture, no compensation will be given.

**7. Conditions.** BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, DAC GROUP, LOUISVILLE, INC., INSTAGRAM AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN THE SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. Sponsor is not responsible if

Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**8. Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics, pandemics, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**9. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE SWEEPSTAKES AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES 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 EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS

OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**10. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Michigan, in the city of Petoskey.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the city of Petoskey in the State of Michigan. The parties agree not to raise the defense of forum non conveniens.

**11. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy <https://www.kilwins.com/pages/privacy-policy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**12. Name of Winner/List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by April 30, 2026 to: Kilwins, ATTN: Kilwins Marketing Team, 1050 Bay View Road, Petoskey, MI, 49770.

**13. Sponsor.** Kilwins Chocolates Franchise, Inc., 1050 Bay View Road, Petoskey, MI 49770.

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.**