

BRACH'S ODE TO CANDY CORN FRAGRANCE

TERMS AND CONDITIONS OF SALE

Effective Date: September 9, 2026

These Terms and Conditions of Sale ("Terms") govern the purchase of Brach's Ode To Candy Corn Fragrance (the "Product") through candycornseason.com (the "Site"), operated by AirBaton ("Administrator") on behalf of Ferrara Candy Company ("Sponsor," "we," "us," or "our"). The Product is manufactured and distributed by Demeter Fragrance Library, Inc. ("Manufacturer"). Twelve Thirty serves as the Shopify merchant ("Merchant"). By placing an order on the Site, you ("you" or "Customer") agree to be bound by these Terms. If you do not agree, do not complete a purchase.

1. Eligibility & Purchase Terms

Adding an item to cart does not guarantee purchase until checkout is completed. Purchasers must be 18 years of age or older. Orders are available for shipment within the 50 United States and D.C. only. The purchase price is \$22.00 USD.. Shipping fees are included. A displayed price is not binding until an order has been accepted and processed. Accepted payment methods are presented at checkout and may include major credit/debit cards and other approved payment processors. Sponsor may reject, cancel, or reduce any order for any reason, with or without notice.

This Product is intended for personal use only and is not for resale. The Sponsor is not responsible for Products purchased through unauthorized resellers. Authenticity, safety and quality cannot be guaranteed outside official channels.

This Product is only available for purchase on a first come first served basis in limited quantities during the two release periods: September 22, 2026 and October 1, 2026. Once Product is sold out, it will not be restocked beyond the second release. Due to limited quantities, availability is not guaranteed. Products may sell out quickly.

Use of automated systems or bots to place orders is prohibited. We reserve the right to cancel any orders suspected of being placed through automated means or for resale purposes.

2. Product Description & Disclaimer

Description: This Product is a unisex eau de parfum (EDP) offered in a 50 ml bottle. The Product is a limited-edition novelty cosmetic fragrance release, manufactured and distributed by Demeter Fragrance Library. Performance, longevity and scent experience is subjective and may vary from person to person. Any descriptive scent notes (e.g., "vanilla") are interpretive and illustrative. Actual packaging, bottle appearance, color, labeling, and presentation may vary from images displayed on the Site. Product characteristics, including fragrance intensity, longevity, color, and scent profile, may vary over time and between production batches. Such variations are inherent to cosmetic fragrance products and do not constitute a defect. Descriptions of fragrance notes, performance, mood, nostalgia, or consumer experience are subjective and provided for illustrative purposes only; individual experiences may differ.

- Recommended use period for the Product is (18) months after first use, provided the Product is stored properly. Users are responsible for: proper storage (cool, dry place away from sunlight) and

understanding that scent characteristics and quality may naturally change over time due to age and storage conditions.

- This Product complies with applicable FDA cosmetic regulations as a non-edible perfume Product intended for external use only. This cosmetic fragrance is not a food Product. Do not ingest. In case of accidental ingestion, immediately contact Poison Control at 1-800-222-1222 or seek medical attention.

Ingredients and Allergen Disclosure: A full ingredient list will be provided on the Product packaging which includes Alcohol Denat., Caprylic/Capric Triglyceride, Fragrance (Parfum, Fragancia), Water (Eau, Agua). This cosmetic fragrance contains ingredients that may cause sensitivity or allergic reactions (including Vanillin and Benzyl Benzoate). Users are responsible for reviewing ingredients, safety and usage information and disclosures prior to use and using the Product only as intended. Customer acknowledges that allergies, sensitivities, skin irritation, respiratory reactions, or other adverse responses may occur despite compliance with applicable regulations and ingredient disclosures.

Safety Warning: By purchasing and using this Product, you acknowledge and agree to the following:

- This Product is a cosmetic fragrance and is not food. This Product is for external use only. It is not edible and not intended for consumption.
- As with all fragrances, this Product is flammable: Keep away from heat, direct sunlight, sparks, open flames and high temperatures.
- Keep out of reach of children.
- Intended for use by individuals 18 years of age or older.
- Avoid contact with eyes, broken skin or sensitive areas. Discontinue use immediately if irritation or adverse reaction occurs.
- It is recommended that users perform a patch test prior to full application. Apply a small amount to a discreet area of skin and wait 24 hours to assess any reaction.
- This Product is a cosmetic fragrance and is not intended to diagnose, treat, cure, or prevent any disease or medical condition.
- Individual reactions to fragrance ingredients vary. Sponsor, Administrator, Merchant and Manufacturer make no representation that the Product is suitable for any specific individual. Users with allergies, sensitivities, asthma, or medical conditions should consult a healthcare professional before use.
- Customer assumes all risks associated with use, misuse, storage, and handling of the Product. Improper storage or handling may alter the Product's color, scent, or performance and shall not be considered a manufacturing defect.
- Avoid spraying Product on clothing, jewelry, furniture, finished surfaces, vehicles, or other personal property, as discoloration, staining, or damage may occur.
- Non-Food Product Notice: Although inspired by Brach's® Candy Corn and associated confectionery products, the Product is a cosmetic fragrance and is not food. The Product is not intended for consumption, tasting, chewing, swallowing, or any food-related use. Customer acknowledges that the Product's scent, branding, packaging, and marketing may reference candy or confectionery products and agrees that such references do not indicate that the Product is edible or intended for consumption. Any ingestion, misuse, or use inconsistent with these Terms is solely at Customer's risk.

3. Order Acceptance & Cancellation

A maximum of one (1) unit per person and per mailing address is permitted. All orders are subject to acceptance and availability. The Sponsor reserves the right to refuse or cancel any order at its sole discretion, including but not limited to cases involving:

- Suspected fraud or unauthorized transactions
- Errors in pricing or Product information
- Supply limitations
- Duplicate orders

Sponsor reserves the right to investigate and enforce purchase limits, including cancelling multiple orders associated with the same person, household, mailing address, payment method or email address, and Sponsor reserves the right to require proof of identity to verify eligibility. Sponsor may refuse future purchases from any individual reasonably believed to be purchasing for resale. Sponsor also reserves the right to correct any typographical, pricing, Product description, inventory or other errors and to cancel or refuse any affected order.

Orders are non-transferable and may not be assigned, transferred, sold, or otherwise conveyed to another individual prior to delivery without Sponsor's prior written consent.

4. Shipping & Delivery

Orders will not ship to P.O. Boxes, commercial addresses or addresses outside of the 50 U.S./DC. Delivery timelines may vary depending on location. Fulfillment of orders may take two to four weeks from purchase date. For questions regarding an order: Please contact support@airbaton.com. We are not responsible for delays or failure to perform due to events beyond our reasonable control, including but not limited to acts of God, carrier disruptions, supply chain issues, or system outages. Sponsor is not responsible for lost, stolen, damaged, delayed, misdirected, misdelivered or incomplete prize deliveries. Title to and risk of loss for the Product pass to the Customer upon delivery of the Product to the carrier for shipment. Customer acknowledges that the Product contains alcohol and may be subject to carrier, transportation, hazardous material, or other shipping restrictions. Sponsor reserves the right to reject, cancel, limit, or delay any order that cannot legally or practically be shipped.

5. Returns & Refunds

All sales are final. The fragrance is non-returnable and non-refundable. Replacement requests are subject to review, verification and availability. As applicable, replacements will be issued only for Products determined by Sponsor or Administrator to have arrived damaged or defective. To submit a replacement request for review, Customers must provide: Proof of purchase, order number and evidence of damage (such as photos). Requests must be submitted to support@airbaton.com no later than November 15, 2026. The request must be submitted from the same email address used to place the order or will not be accepted.

6. Intellectual Property

All content on the Site, including but not limited to text, graphics, logos, images, and video, is the property of Sponsor, its licensors, or Brach's and is protected by applicable intellectual property laws.

Customer is granted no license or right to use Sponsor's or any licensor's trademarks, images, or content except as expressly permitted.

7. Disclaimer of Warranties & Limitation of Liability

Use or inability to use is at your own risk including but not limited to allergic reactions or misuse. The Sponsor, Administrator, Merchant or Manufacturer, or their directors, officers, employees, affiliates, agents, contractors, suppliers, Service providers or licensors assume no responsibility for such use. Without limiting the foregoing, Sponsor, Administrator, Merchant and Manufacturer shall have no liability for injuries, damages, losses, or claims arising from ingestion, intentional misuse, failure to follow warnings or instructions, use by minors, allergic reactions, sensitivities, or use inconsistent with the intended cosmetic purpose of the Product.

To the fullest extent permitted by law, the Product is provided “as is” and “as available,” without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Customer assumes all liability for any injury or damage caused, or claimed to be caused, by the Product. In no event shall the Sponsor, Administrator, Merchant or Manufacturer be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to the Product. Total liability shall not exceed the amount paid by Customer for the Product. The limitations apply regardless of the theory of liability, including contract, tort, negligence, strict liability, product liability, warranty, statute, or otherwise. Sponsor, Administrator, Merchant and Manufacturer shall not be liable for damage to clothing, fabrics, jewelry, furnishings, vehicles, surfaces, or other personal property arising from use, misuse, storage, handling, transport, leakage, or application of the Product.

8. Indemnification

You agree to indemnify, defend and hold harmless the Sponsor, and any other entity involved in the development, manufacture, distribution, sale or administration of the Product, and each of their respective parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, contractors, licensors, service providers, suppliers and assigns (collectively, the “Released Parties”) from and against all liability, claims, actions, damages, losses, costs or expenses arising out of or relating to your purchase, receipt, ownership, possession, handling, storage, use, misuse or inability to use the Product, or your violation of these Terms.

9. Right to Modify Terms

Sponsor reserves the right to update or modify these Terms at any time without prior notice. Continued purchase or use of the Product constitutes acceptance of any revised Terms. If there is a conflict between these Terms and any marketing or other materials used in connection with the Product, these Terms will govern. Any failure by Sponsor to enforce any of these Terms will not constitute a waiver of such Terms.

10. Social/PR Clause

Any user-generated content, reviews, or social posts do not reflect the views of the Sponsor and are not endorsed unless explicitly stated.

By tagging, posting, submitting, or sharing content relating to the Product in response to Sponsor campaigns, Customer grants Sponsor a perpetual, worldwide, royalty-free license to use, reproduce, publish, display, distribute, and create derivative works from such content.

11. Privacy Policy

Customer information collected through the Site is handled in accordance with the Privacy Policy available on the Site.

The Site is hosted on Shopify Inc., which provides the e-commerce platform used to facilitate purchases of the Product. Information submitted in connection with a purchase, including payment information, may be collected and processed by Shopify (or other third-party providers) and is subject to Shopify's terms, conditions and privacy practices. Sponsor is not responsible for the acts, omissions, security practices, privacy practices, services, systems, or policies of Shopify or other third-party service providers.

12. Governing Law

These Terms are governed by the laws of the State of Illinois, without regard to conflict-of-law principles, except where superseded by applicable federal or local consumer protection law. Any dispute arising from or relating to the Product, Site, or these Terms shall be resolved exclusively through binding individual arbitration. Customer waives any right to participate in a class, collective, private attorney general, or representative proceeding.

13. Severability

If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

14. Contact

Questions regarding an order or these Terms may be directed to support@airbaton.com.