

## **KRAFT VALENTINE'S CANDY SWEEPSTAKES (the "Sweepstakes") OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**1. TO ENTER:** Participation constitutes entrant's full and unconditional agreement to, and acceptance of, these Official Rules. Sweepstakes begins 8:00 AM CT on January 27, 2021 and ends at 12:00 PM CT on February 8, 2021 (the "Sweepstakes Period"). During the Sweepstakes Period, visit CandyKraftMacAndCheese.com (the "Website") to complete and submit an official entry form. Once the entry form is verified, entrant will receive one (1) entry ("Entry") into the random drawing. All entries must be received by 12:00 PM CT on February 8, 2021.

**LIMIT: Only one (1) Entry into the Sweepstakes per person, per mailing address, or email address during the Sweepstakes Period.** Multiple entries received during the Sweepstakes Period from any person, mobile phone number, household address or email address after the first entry received from that person, household address or email address, will be void. Once submitted, an Entry cannot be deleted, canceled, or modified. All entries become the property of the Sponsor and will not be acknowledged. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant that submits more than the one permitted entry, or who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, or proper play of this Sweepstakes.

By entering this Sweepstakes, Kraft Heinz Foods Company and its portfolio of brands may send you information and offers.

**2. ELIGIBILITY:** The Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia, except for Alaska and Hawaii, who have reached the age of majority in his or her state, or territory of residence and are at least 18 years of age or older as of January 27, 2021.

Employees of Kraft Heinz Foods Company ("Sponsor"), Arrowhead Promotion and Fulfillment Company, Inc., ("Administrator"), and their respective parents, affiliates, subsidiaries and advertising and promotion agencies (collectively "Sweepstakes Parties"), and all respective employees, shareholders, officers, directors, agents, members, licensees, successors and assigns of the foregoing (collectively, the "Released Parties") and members of their immediate family (spouse and parent, children, siblings and their respective spouses, regardless of where they reside) or persons living in the same household (whether related or not), are not eligible to participate in this Sweepstakes. Void where prohibited. It is a condition of entry in the Sweepstakes that each entrant (and his/her parent or legal guardian, as applicable in the case of a minor entrant) make himself/herself/themselves available to participate, free of charge, in all stages of and all activities related to the Sweepstakes (including, without limitation, recordings and participation in interviews, appearances, and promotional and publicity activities); and agree to sign and abide by all applicable release forms and these Official Rules, including, without limitation any revisions.

**3. DRAWING AND ODDS OF WINNING:** One thousand (1,000) winners ("Winners") will be selected in a random drawing which will take place at the conclusion of the Sweepstakes Period on or about February 8, 2021, from among all eligible entries received. Drawing will be conducted by Administrator, an independent

judging organization whose decisions are final and binding in all matters relating to this Sweepstakes. Odds of winning will depend on the total number of eligible entries received. Decisions of judges are final.

**4. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):** One thousand (1,000) Winners will each receive a Valentine’s Day Package that will include one (1) box of original Kraft Macaroni and Cheese and a candy flavor sachet; ARV: \$2.50.

Total ARV of all prizes: \$2,500.00

**PRIZE CONDITIONS:** Only the prize specified above will be awarded. Prizes are non-transferable, with no cash redemption or equivalent. All federal, state, and local income taxes connected to the prize are the sole responsibility of winner. All federal, state, and local regulations apply. All Winners agree to release the Sponsor and the Sweepstakes Entities from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. No substitution, transfer of prize, or cash equivalent will be permitted, except by Sponsor, which reserves the right to substitute the prize (or portion thereof) with one of comparable or greater value at its sole discretion. Prize is awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. All prize details are at the sole discretion of Sponsor.

**5. WINNER NOTIFICATION/REQUIREMENTS:** As a condition of winning the prize/s, Winners may be required to complete, sign and return an affidavit of eligibility and other applicable forms required by a taxing authority within three (3) days of written prize notification, or prize/s will be forfeited and an alternative winner may be selected. All prize Winners may be contacted by an email sent to their email address that they used in their online entry. If a potential prize winner does not respond within three (3) calendar days from the first notification attempt an alternate Winner may be selected. All taxes are the sole responsibility of each Winner. In the event that any potential Winner does not respond to any such Prize Notification within three (3) days of the date of issuance or declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be randomly selected from among all remaining eligible entries received for the drawing at issue.

**6. LIMITATIONS OF LIABILITY:** If for any reason this Sweepstakes is not capable of running as planned due to a virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, indirect, incidental, and consequential damages.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries.

Sponsor is not responsible for any problems or technical malfunction of any network or computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**7. USE OF DATA:** Sponsor will be collecting entrants' personal data in accordance with the Sponsor's Privacy Policy that can be reviewed at the following link: <https://www.myfoodandfamily.com/privacynotice>. Please see the full Privacy Policy for details. Entrant's personally identifiable information is not shared with third parties unless we give prior notice and choice. We do not rent, disclose or share personal information or aggregated demographic information with our partners and advertisers. Though we may use an intermediary to conduct promotions, they may not use entrant's personally identifiable information for any secondary purposes. By participating in the Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.

**8. TERMS & CONDITIONS:** This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, where permitted by law, entrants agree to release, discharge, indemnify, and hold harmless the Sweepstakes Entities, and each of their respective directors, officers, employees, shareholders, and agents from any and all liability, loss, damage, or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession, and/or use or misuse of the prize, or for any typographical or other error in the printing, offering, or announcement of the prize. Entrants further acknowledge that the Sweepstakes Entities have neither made, nor are in any manner responsible or liable for any warranty, representation, or guarantee express or implied, in fact or in law, relating to the prize, including, but not limited to, its quality or fitness for a particular purpose.

Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. The Administrator reserves the right to disqualify any entrant that Administrator determines, in its sole discretion, violates these Official Rules. This Sweepstakes is void where prohibited.

**9. DISPUTES:** In the event of a dispute as to the identity of a Winner based on an e-mail address or a phone text entry, the winning entry will be decided in favor of the authorized account holder of the e-mail address or the authorized account holder of the phone number used at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or a phone number by a phone service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for administering the phone number chosen and/or the domain responsible for the e-mail address chosen.

By entering the Sweepstakes, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor or the Sweepstakes Entities in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of Illinois, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

**10. WINNERS LIST REQUESTS:** To request confirmation of the name and address of the winners, please send a self-addressed, stamped business-size envelope by February 15, 2021 to: Arrowhead Promotion and Fulfillment Co., Inc., Attn: Dept. S8101, 1105 SE 8<sup>th</sup> Street, Grand Rapids MN 55744.

**11. SPONSOR:** Kraft Heinz Foods Company, 200 E Randolph, Chicago, IL 60601.

**12. ADMINISTRATOR:** Arrowhead Promotion and Fulfillment Company, Inc., 1105 SE 8<sup>th</sup> Street, Grand Rapids, MN 55744.