

## Summer's Greatest Sips Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Summer's Greatest Sips (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old (or nineteen (19) years of age or older for residents of Alabama and Nebraska or twenty-one (21) years or older for residents of Puerto Rico) at the time of entry. Employees of Kraft Heinz Foods Company ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

**2. Sponsor:** Kraft Heinz Foods Company, 200 E Randolph, Chicago, IL 60601. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on June 2, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on August 31, 2021 at 11:59 p.m. ET (the "Promotion Period"). For purposes of this Promotion, each "day" begins at 12:00 am ET and ends at 11:59 pm ET. Administrator's computer is the official time-keeping device for the Promotion.

**4. How to Enter:** During the Promotion Period, visit <https://www.summersgreatestsips.com> ("Website") and complete and submit the registration form including a valid home address. P.O. Boxes are not permitted. You automatically will receive one (1) entry into the Sweepstakes. On subsequent visits, follow the instructions to login to receive one (1) entry into the Sweepstakes. Then, you will be prompted to take the personality quiz to "find out your ideal summer drink and perfect summer playlist", just for fun. Once you receive your personality quiz results, you will receive one (1) Instant Win Game play for that day. Click/tap the "AM I AN INSTANT WINNER?" button and the Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**Limit:** Each entrant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. 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. Potential winners may be required to show proof of being the authorized account holder.

**Bonus Sweepstakes Entries:** After you register for the Promotion or log in via the Website, follow the links and instructions to share this Promotion on Twitter by clicking on the link to tweet the prepopulated message and you will earn one (1) additional

Sweepstakes entry. Limit: Each entrant may receive one (1) additional entry into the Sweepstakes per day during the Promotion Period via this method.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winner, from all eligible entries on or around September 1, 2021. Instant Win Game: Three Hundred Fifty (350) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winner will be notified by email or phone. The potential Sweepstakes Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded.

#### **8. Prizes:**

**Sweepstakes Prize:** ONE (1) GRAND PRIZE: The "Backyard Concert Prize Pack" consisting of: one (1) \$3,500.00 electronic store gift card and one (1) \$3,500.00 home improvement store gift card. TAX GROSS UP PAYMENT: Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$3,000.00. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.** Approximate Retail Value ("ARV"): \$10,000.00. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

**Instant Win Game Prizes:** FIFTY (50) FIRST PRIZES: One (1) cooler. ARV: \$50.00. FIFTY (50) SECOND PRIZES: One (1) pair of headphones. ARV: \$40.00. FIFTY (50) THIRD PRIZES: One (1) Bluetooth speaker. ARV: \$30.00. TWO HUNDRED (200) FOURTH PRIZES: One (1) \$30.00 Spotify Premium Subscription. \*See Terms and Conditions listed below. ARV: \$30.00. Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of

entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded.

\* Spotify Premium Subscription Terms and Conditions

*To redeem the prize, each winner will receive a unique URL and Spotify PIN. By using this card/PIN, each winner must accept the following conditions:*

1. This PIN is redeemable for full price standalone Premium subscription months purchased directly from [spotify.com](https://www.spotify.com) only and cannot be redeemed for discounted or group subscriptions (more on eligibility at [www.spotify.com/gift-card](https://www.spotify.com/gift-card)).
2. This PIN cannot be redeemed for cash or credit and cannot be returned or resold (except where required by law).
3. In order to redeem the PIN, you must have or register for a Spotify account and you must be 13+ and reside in the US to register.
4. This is a single-use PIN: the full face-value for an individual account is deducted at redemption and no incremental redemption or credit is permitted.
5. Spotify is not responsible for any loss or damage resulting from lost, stolen, or fraudulently obtained PINs or use without permission.
6. Full Terms and Conditions governing Spotify gift PINs are found at [www.spotify.com/gift-card](https://www.spotify.com/gift-card).
7. The Spotify Service is governed by the Spotify Terms and Conditions, which can be found at [www.spotify.com/legal/end-user-agreement](https://www.spotify.com/legal/end-user-agreement).
8. This PIN is provided by Spotify USA Inc.

For assistance, see [support.spotify.com](https://support.spotify.com)

For All Prizes: Terms and conditions of gift cards and gift codes apply. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion. TOTAL ARV OF ALL PRIZES: \$22,000.00. Limit: One (1) Sweepstakes prize and one (1) Instant Win Game prize per person.

**9. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Spotify USA Inc., Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any

aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages 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 entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy <http://www.kraftheinzcompany.com/privacy.html>.

**15. Winner List:** For a winner list, visit <https://bit.ly/3xvLmFz>. The winner list will be posted after winner confirmation is complete.