

KRAFT KD CUSTOM CUPS CONTEST

OFFICIAL RULES

The **KD Custom Cups** Contest (the “**Contest**”) is sponsored by Kraft Heinz Canada ULC, 95 Moatfield Drive, Toronto, ON M3B 3L6 (the “**Sponsor**”) and is administered by Arrowhead Promotion and Fulfillment, 1105 SE 8th Street, Grand Rapids, MN, USA (the “**Administrator**”).

1) CONTEST PERIOD: The Contest begins May 16, 2023 at 8:00 am ET and ends July 9, 2023 at 11:59 pm ET (“**Contest Period**”).

2) ELIGIBILITY: The Contest is open to legal residents of Canada, excluding those in the province of Quebec, who have reached the age of majority in their province or territory of residence as of their date of entry in the Contest Period (“**Entrant**” or “**Entrants**”).

The Contest is not open to:

- (a)** employees, officers and directors of the Sponsor and its parent, affiliates, subsidiaries, representatives, agents, and advertising and promotion agencies, (collectively, “**Promotion Parties**”); and
- (b)** the immediate family members (regardless of where they live) of a person excluded under (a) or anyone domiciled with a person excluded under (a) (whether related to that person or not). For the purposes of these Official Contest Rules, “immediate family” includes husband, wife, spouse, partner, mother, father, brothers, sisters, sons, or daughters.

4) HOW TO ENTER:

NO PURCHASE NECESSARY. To participate in the Contest, an Entrant must visit www.KDCups.com (“**Website**”) during the Contest Period to participate and complete and submit the online entry form, by providing a full name, full residential address, and an email address. Each submission is an entry (each one (1) an “**Entry**”) Limit of one (1) entry per person.

If submitting an Entry via a mobile device, standard data rates may apply. Entrants should check their service carrier plan for more information regarding rates and fees. Use (or attempted use) of any automated macro, script, robotic, or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is considered grounds for disqualification from this Contest.

4.1) ENTRANTS’ REPRESENTATIONS: By submitting an Entry you represent and warrant that: (1) the Entry does not infringe on any third party’s copyright materials, trademark or other intellectual property rights; (2) the Entry does not contain software viruses or any other computer code or program designed to interrupt, destroy or limit the functionality of the Contest, and (3) the Entry is original to you, that you have all necessary rights in and to the Entry.

The Sponsor does not assume any responsibility for any claims based on infringement of publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement and any other

intellectual property-related cause of action with respect to any Entry submitted. By entering this Contest, each Entrant: (i) agrees to release, indemnify, discharge, defend and hold harmless the Sponsor, the Promotion Parties, and each of their respective officers, directors, employees, agents, representatives and assigns (collectively with the Promotion Parties, the “**Released Parties**”) from any claim or liability arising from or related to the Entry or participation in this Contest, (ii) grants Sponsor a non-exclusive, unlimited, royalty free, irrevocable, right and license to use, publish, display, produce, perform, convert, adapt, publicly present, communicate to the public, assign, sub-license, edit, modify, translate, reproduce, dispose of, post, broadcast or otherwise use the Entry, in whole or in part, in any way and in any form of media now known or hereafter developed, including, without limitation, as contemplated within these Official Contest Rules, or in any advertising or promotions created by Sponsor in any form of media to promote this Contest and/or future contests similar to this Contest, without review, notice, approval or compensation; (iii) waives all moral rights in and to the Entry in favour of Sponsor; and (iv) represents, warrants to Sponsor that he/she has the authority to grant to Sponsors the rights granted in these Official Contest Rules, including without limitation the non-exclusive license, above.

Contest entities is/are not responsible for lost, late, misdirected, or incomplete data capture. Entries become the property of Sponsor and will not be returned. Contest Entities are/is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Contest Entities shall not be responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the Entries in the Contest. Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Only fully completed entries are eligible. All entries become the property of Sponsor and will not be returned. Contest entities are not responsible for any change of mailing address and/or telephone number of Entrants. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed submitted by the person in whose name the email account is registered, provided that person meets all eligibility criteria set forth in these Rules.

5) ENTRY LIMITS, CONDITIONS AND VERIFICATIONS:

Entries are limited to one (1) per Entrant, during the contest period.

For greater certainty and for the avoidance of doubt, you may only use one (1) email address to enter the Contest. If the Sponsor discovers (based on any evidence or information made available to or otherwise discovered by the Sponsor) that an individual: (i) has attempted to obtain more than one (1) Entry per day (regardless of method of entry); and/or (ii) has attempted to use multiple names, identities, email addresses, or any automated, macro, script, robotic, or other system or program and/or any other means that is not in accordance with Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in this Contest, or to disrupt the conduct of the Contest; such person may be disqualified from the Contest at the sole and absolute discretion of the Sponsor.

All Entries are subject to verification by Sponsor at any time. Proof of submission does not constitute proof of receipt. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity, eligibility (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification from this Contest.

In the event a dispute arises as to the identity of an Entrant, the Authorized Account Holder of the email address provided to enter will be deemed to be the Entrant. The “Authorized Account holder” is the natural person assigned to 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 Entrant may be required to show proof of being the Authorized Account Holder.

Any attempt by any Entrant to submit Entries by using multiple/different names, identities, or any other methods, or to submit an Entry or participate in any fashion not sanctioned by the Official Contest Rules will void that individual’s Entries and eligibility to win a Prize (defined below) and that individual will be disqualified from the Contest and, at the sole discretion of the Sponsor, from the Sponsor’s other promotions.

All Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Official Contest Rules may be disqualified by the Sponsor. An Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed and/or submitted during the Contest Period.

Disqualification. Entrants must comply with the following conditions, or they may be disqualified, and their Entry may be cancelled:

- Entrants must use a valid email address.
- Only one (1) Entry per Entrant will be permitted.
- Use of more than one (1) email address per person will result in automatic disqualification.

6) RANDOM DRAW AND WINNER SELECTION:

1. A random draw will be conducted by the Administrator on or about July 14, 2023 (the “**Draw Date**”) at 1:00PM EST, in the office of the Contest Administrator. A total of two hundred twenty (220) entrants will be randomly selected from all eligible Entries received to win a prize (each a “**Potential Winner**” or collectively “**Potential Winners**”). First, twenty (20) potential first prize winners will be randomly selected to each win one (1) Custom KD Cup, valued at \$3.00, followed by two hundred (200) potential second prize winners that will then be selected to each win one (1) coupon for a free KD Cup, valued at \$3.00 each. The Potential Winners will be notified via email by Sponsor (or Sponsor’s agent), using the contact information associated with the potential winner’s entry.
2. In order to be declared a winner (a “**Winner**”), the selected Potential Winner of the Prize must, within five (5) business days of being notified by the Sponsor: (a) correctly answer a time-limited

mathematical skill-testing question without assistance or mechanical or electronic aid; and (b) sign and return a Declaration and Release ("**Declaration**") provided by the Sponsor that includes, but is not limited to, (i) acknowledgement of compliance with the Official Contest Rules; (ii) release of the Releasees from any and all liability in connection with the Contest and/or the awarding or use/misuse of the Prize; and (iii) acceptance of the Prize as awarded. After a Potential Winner successfully answers the skill-testing question and returns the completed Declaration, the Potential prize winners will be notified by email, phone and/or mail, using contact information provide by or collected at the time of entry that he/she is a winner of the Prize ("**Prize Winner**").

If a Potential Winner cannot be contacted within five (5) business days of a Draw Date, fails to answer or incorrectly answers the skill-testing question, fails to return the Declaration within the specified time, or is found to be ineligible for any reason, at Sponsor's discretion, the Prize will not be awarded to that Potential Winner.

NO POTENTIAL WINNER IS A WINNER UNTIL THE SPONSOR HAS OFFICIALLY DECLARED THAT POTENTIAL WINNER A WINNER IN ACCORDANCE WITH THESE RULES.

The Sponsor, in its sole discretion, reserves the right to select another Entrant should a selected Entrant fail to do the aforementioned, or if the Sponsor, in its sole discretion, finds the Entrant to be ineligible for any reason.

Delivery of Prize is expected to occur within 6-8 weeks.

8) ODDS: The odds of winning a Prize depend upon the number of eligible Entries submitted during the Contest Period.

9) PRIZES/APPROXIMATE RETAIL VALUES:

A. Twenty (20) first prize winners will each receive one (1) custom KD Cup, valued at \$3.00 each.

B. Two hundred (200) second prize winners will each receive one (1) coupon for a free **KD** Cup, valued at \$3.00 (each, a "**Prize**").

- Offer: 1 Free Kraft Dinner Mac and Cheese Cups Product, Any Variety, Any size (up to \$2.99 value); Expires 3/31/2024
- Coupons can be used at any retail store located in Canada and winners will receive the coupon via standard mail within 4-6 weeks after the promotion has ended.

Approximate Retail Value of each Prize is \$3.00 and ARV of all Prizes is \$660.00 in total.

10) PRIZE CONDITIONS: Prize is restricted to one (1) per person.

11) PRIZE SUBSTITUTION: All Prizes available in this Contest must be accepted as awarded. No substitutions or transfers of Prize by Winner permitted. Sponsor reserves the right, in its sole discretion, in the event that a Prize or any component of any Prize cannot be awarded as described for any reason, to substitute and/or modify the Prize or component with (a) prize(s) of equal or greater value, without liability. The Winner is not entitled to the monetary difference between actual Prize value and stated approximate Prize value, if any.

12) LICENSE: By entering this Contest and submitting an Entry, an Entrant (i) grants Sponsor a non-exclusive, unlimited, royalty free, irrevocable, right and license to use, publish, display, produce, perform, convert, adapt, publicly present, communicate to the public, assign, sub-license, edit, modify, translate, reproduce, dispose of, post, broadcast or otherwise use the Entry, in whole or in part, in any way and in any form of media now known or hereafter developed, including, without limitation, as contemplated within these Official Contest Rules, or in any advertising or promotions created by Sponsor in any form of media to promote this Contest and/or future contests similar to this Contest, without review, notice, approval or compensation (the “License”); (ii) waives all moral rights in and to the Entry in favour of Sponsor; and (iii) represents and warrants to Sponsor that he/she has the authority to grant to Sponsor the License.

13) LIMITATION OF LIABILITY: By entering Contest, Entrants accept and agree to these Official Contest Rules and the decisions of Sponsor, which shall be final.

Sponsor is not responsible for late, lost, illegible, incomplete, falsified or destroyed Entries and all such Entries are void. Entries that have been falsified, tampered with or altered are void. Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof.

Sponsor is not responsible for mail, telephone, technical, network, online, electronic, computer hardware or software interruptions or failures of any kind, misdirected, stolen, incomplete, incomprehensible or delayed Internet/e-mail computer transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to a participant's or any other person's computer relating to or resulting from participation in this Contest.

14) RELEASES WAIVERS, AND DISCLAIMERS:

Unless otherwise prohibited from doing so by applicable law, the Entrant agrees to the following releases:

CONTEST RELEASE: By entering the Contest, Entrants agree to forever release, discharge and hold harmless, Sponsor, Promotion Parties, their affiliates, subsidiaries, their advertising and promotional agencies and their respective directors, officers, employees, representatives, successors, assigns and agents, parent and related companies, licensors, licensees (the “Releasees”), from and against any and all damages, claims, injuries, death, loss and/or liability to person or property, due in whole or in part, whether directly or indirectly, to entering and participation in the Contest, including, without limitation, claims based on infringement of publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, breach of confidence, or any other intellectual property-related cause of action.

PRIZE RELEASE: If an Entrant wins a Prize and accepts the Prize, such acceptance shall mean full satisfaction of the entitlement as an Entrant and Winner in the Contest and the Entrant fully discharges and forever releases the Releasees, of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Releasees in connection with the Prize.

Entrant also acknowledges, without limiting the generality of the foregoing, that the Releasees will not be responsible for any injury, accident, death or dismemberment, or any other loss, damage or expense in connection with the use of the Prize. Refusal to accept a Prize releases the Releasees of all responsibility and obligations toward the Entrant of such Prize. Entrant also acknowledges that none of the Releasees has offered any representation or warranty respecting the Prizes in accordance with their terms as if the invalid or illegal provision were not contained herein.

15) RIGHTS OF SPONSOR: The Sponsor reserves the right, to terminate, modify, or suspend this Contest or amend the Rules at any time and in any way, without prior notice or obligation. This includes, without limitation, if for any reason, the Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Contest is adversely affected. Without limitation, this includes where, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of the Contest, or for any other reason.

Any attempt to deliberately damage any website or other component, or to otherwise undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Sponsor reserves the right to disqualify a person if he/she enters the Contest or tries to do so by any means contrary to these Official Contest Rules or which would be unfair to other Entrants or where Contest Entries are generated by any mechanical or automated means, including the supply of untruthful, inaccurate, or misleading details and/or information. Entry materials that have been tampered with, reproduced, falsified, or altered are void.

16) PUBLICITY: Entering this Contest or accepting a Prize (if applicable) constitutes permission by Entrant for the Sponsor, and its agencies to use the Entrants' and Prize Winners', as applicable, names, cities and provinces/territories of residence, biographical information, Entry, Prize information, video, recording, voice, photograph, statements and likenesses for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless otherwise prohibited by law.

17) PRIVACY: The Sponsor respects the Entrants' right to privacy. Personal information collected from Entrants (including but not limited to names, mailing addresses, telephone numbers, and email addresses) will be used for the purpose of administering this Contest, conducting publicity about this Contest, and enhancing and personalizing future promotional communications to Entrants. By entering this Contest,

Entrants consent to Sponsor's collection, use, and disclosure of their personal information for these purposes. For a copy of Kraft Heinz's Privacy Promise, please call 1-800-567-KRAFT or visit www.kraftcanada.com/privacypromise.

18) GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation, and enforceability of Rules, or the rights and obligations of Entrants and the Sponsor in connection with the Contest shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles. Any attempt by an Entrant or other individual to deliberately damage any website or undermine the legitimate operation of the Contest could 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. This Contest is subject to all federal, provincial, territorial and municipal laws.

19) TAX: All federal, provincial/territorial, local, and other taxes on a Prize, if any, are the sole responsibility of the Winner.

20) CHOICE OF LAW: These Official Contest Rules are governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.