

Kraft FLVRS Club Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Kraft FLVRS Club (the "Promotion") is open only to legal residents of the fifty (50) United States and the 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) at the time of entry. Employees, officers, and representatives of Kraft Heinz Foods Company, Merkle Inc., 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 in the Promotion constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

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 October 25, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on November 3, 2021 at 11:59 p.m. ET or when all the prizes have been claimed for each applicable Drop, whichever comes first (the "Promotion Period"). The Promotion consists of three (3) FLVRS phases (each a "Phase"), as outlined below.

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET or when all the prizes have been claimed for each applicable Drop, whichever comes first
Buffalo FLVRS	October 25, 2021	October 26, 2021
Ranch FLVRS	October 28, 2021	October 29, 2021
Pizza FLVRS	November 2, 2021	November 3, 2021

Administrator's computer is the official time-keeping device for the Promotion.

4. How to Enter: During each Phase of the Promotion Period, the Sponsor will post on Twitter, Instagram and TikTok when each FLVR drop ("Drop") will occur. There will be two (2) Drops per FLVR Phase. Once the timing of the Drop is announced, visit www.KraftFLVRS.com and follow the links and instructions to complete and submit the registration form, including a valid email address. For the first Drop per FLVR, if you are the one of the first three hundred twenty-three (323) entrants to register, you are the potential winner of the applicable FLVR prize. For the second Drop per FLVR, if you are the one of the first three hundred twenty-two (322) entrants to register, you are the potential winner of the applicable FLVR prize.

Limit: Each entrant may enter one (1) time per Drop 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 by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays 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, Internet 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.

5. Winner Selection and Verification of Potential Winners: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of the potential winners are final and binding in all matters related to the Promotion. If you are one (1) of the

first three hundred twenty-three (323) or three hundred twenty-two (322) (depending on the Drop) entrants to register for the Promotion, you are the potential winner of the applicable FLVR prize.

The potential winners will be notified by email. If a potential winner of any prize cannot be contacted, fails to provide any requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by selecting the next fastest entrant that entered the Promotion. Only three (3) alternate potential winners will be notified, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

6. Prizes:

SIX HUNDRED FORTY-FIVE (645) BUFFALO FLVRS PRIZES (Three hundred twenty-three (323) awarded in the first Buffalo FLVRS Drop and three hundred twenty-two (322) awarded in the second Buffalo FLVRS Drop): Prize package includes a Buffalo Jersey, one box of Original KRAFT Macaroni & Cheese, and a Buffalo Flavor Sachet. All details of prize package are determined by Sponsor in its sole discretion. Approximate Retail Value ("ARV"): \$63.50.

SIX HUNDRED FORTY-FIVE (645) RANCH FLVRS PRIZES (Three hundred twenty-three (323) awarded in the first Ranch FLVRS Drop and three hundred twenty-two (322) awarded in the second Ranch FLVRS Drop): Prize package includes a Ranch Hoodie, one box of Original KRAFT Macaroni & Cheese, and Ranch Flavor Sachet. All details of prize package are determined by Sponsor in its sole discretion. ARV: \$76.50.

SIX HUNDRED FORTY-FIVE (645) PIZZA FLVRS PRIZES (Three hundred twenty-three (323) awarded in the first Pizza FLVRS Drop and three hundred twenty-two (322) awarded in the second Pizza FLVRS Drop): Prize package includes a Pizza Windbreaker, one box of Original KRAFT Macaroni & Cheese, and a Pizza Flavor Sachet. All details of prize package are determined by Sponsor in its sole discretion. ARV: \$49.50.

The odds of winning a prize depend on the time you register for the Promotion in relation to the rate at which others register for the Promotion. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. TOTAL ARV OF ALL PRIZES: \$122,227. Limit: One (1) prize per person.

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

8. General Conditions: Sponsor reserves the right to cancel or modify the Promotion if fraud, technical failures, human error or any other factor impairs the integrity of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries 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 Promotion, 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 damage any website or undermine the legitimate operation of the Promotion is 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.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in

part, directly or indirectly, out of participation in the Promotion or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Promotion, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

10. 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 of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if it is 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 the 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.

11. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes 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; (ii) 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 (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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.

12. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<https://www.kraftheinzcompany.com/NewPrivacyPolicy.html>).

13. Winner List: For a winner list, visit <https://bit.ly/2XZK8W7>. The winner list will be posted after winner confirmation is complete.

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