

## Planters Trick Shot Official Rules

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

**1. Eligibility:** Planters Trick Shot (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age or older (or nineteen (19) years of age or older for residents of Alabama and Nebraska) and Puerto Rico who are at least twenty-one (21) years of age or older at the time of entry. Employees of Kraft Heinz Foods Company, Merkle Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

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

**3. Agreement to Official Rules:** Participation in this Contest 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 this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on February 26, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on April 12, 2021 at 11:59 p.m. ET (the "Contest Period"). The Contest consists of three (3) phases (each a "Phase") as set forth below.

Phase	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)
Submission	February 26, 2021	April 5, 2021
Judging to Determine Two (2) Finalists	April 6, 2021	April 11, 2021
Voting	April 12, 2021	April 12, 2021

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

### 5. How to Enter:

**Participation Requirements:** To participate, you will need to have a TikTok, Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<https://www.tiktok.com/legal/terms-of-use?lang=en>), (<http://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

**Entry Requirements:** During the Contest Period, take the following actions to receive an entry:

- (1) tweet/post a video to show off your "trick shot" skills and include the hashtags #PlantersTrickShot and #Contest within the original caption and post;
- (2) *Optional:* You may use any portion of the following song in your post: "Get Ready" (2013 remix) ("Music Clip")†;
- (3) Your account settings must remain public during the Contest Period and until the prize is awarded (as described in Section 8); and
- (4) You must not change your Instagram or Twitter handle during the Contest Period and until the prize is awarded (as described in Section 8).

† *Use of the Music Clip will not improve your chances of winning. If a video includes any other music, it will be disqualified.*

*Your Tweet/Post need not include any reference, positive or negative, to Sponsor's products or services. **Including a reference, image, etc. in your social post will not improve your chances of winning.** Retweets, Instagram stories, and Instagram posts where the hashtag is included in a comment rather than the caption of the original post will not be deemed entries.*

By posting on Twitter/Instagram/TikTok, (herein your "Submission"), you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

Guidelines:

- The Submission must meet the format and size requirements of the social platform used to enter; and
- The Submission must be in English.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must be your original work;
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement and therefore the Submission must not contain brand names or trademarks other than those owned by Sponsor;
- The Submission must not contain content created by a third party, such as music, images or artwork;
- The Submission must not disparage Sponsor, or any other person or party;
- Submission must not promote or reference alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload one (1) Submission during the Submission Phase. Submissions received from any person in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Twitter/Instagram/TikTok account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different Twitter/Instagram/TikTok accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the Twitter/Instagram/TikTok account used to register will be deemed to be the entrant. 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 used to create the Twitter/Instagram/TikTok account. The potential winner may be required to show proof of being the authorized account holder. *Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; all of which will be void.*

**6. Sponsor's Use of Submissions:** Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**7. Winner Determination:** Winner will be determined according to the process set forth below.

**a. Judging Phase:** During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select the two (2) entrants with the highest-scoring Submissions (the "Finalists") from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- Appropriateness to Theme (34%)
- Creativity / Originality (33%)
- Difficulty of Trick Shot / Shock Value (33%)

In the event of a tie, the entrant whose Submission received the highest score for Appropriateness to Theme, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Finalist from among the tied entrants. Sponsor will not disclose judging scores.

**b. Voting Phase (on Twitter and Instagram):** During the Voting Phase, the two (2) Finalists' Submissions will be posted on Twitter and Instagram as a "Poll". To participate, voters will need to have a Twitter and/or Instagram account. Creating each Social Account is free but is subject to the applicable terms and conditions as outlined in Section 5 above. Persons who meet the eligibility criteria as set forth in Section 1 will be invited to visit the Planters Twitter and/or Instagram page (@mrpeanut on Twitter and @mrpeanutofficial on Instagram) and locate the Poll. Then, vote for the Submission they believe has the most public appeal. In order to do so, voters must pick one (1) video between the Finalists' Submissions and "Like" that video (each a "valid vote"). Limit: Each person may vote one (1) time per social channel during the Voting Phase. Subject to the Finalist's compliance with these Official Rules, the Finalist whose Submission receives the highest number of valid votes during the Voting Phase will be deemed the potential Grand Prize winner. In the event of a tie, the Finalist whose Submission received the highest score for Appropriateness to Theme, as determined by the qualified judges in their sole discretion, will be deemed the potential Grand Prize winner from amongst the tied Finalists. Sponsor reserves the right, in its sole discretion, to select an alternate Grand Prize winner should the voting appear to have been tampered with or manipulated in any way. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any Finalist or voter to obtain votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the Finalist's Submission and Finalist may be disqualified as determined by Sponsor in its sole discretion.

**8. Winner Requirements:** On or around April 13, 2021, potential Grand Prize winner will be notified via the social channel used to enter. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) 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 seven (7) days of the date notice or attempted notice is sent, in order to claim his/her/the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

**9. Prize: ONE (1) GRAND PRIZE:** Winner will receive one (1) \$50,000 check. Approximate Retail Value: \$50,000. Prize is 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. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Prize will be fulfilled 8 – 10 weeks after the end of the Contest.

**10. Release:** By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Twitter, Inc., Instagram, Inc., TikTok Inc., Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, 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 Contest or receipt or use or misuse of any prize.

**11. Publicity** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, including winner's Twitter/Instagram/TikTok profile photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**12. Ownership of Submission:** The winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. The winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**13. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, 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 Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner(s) from among all non-suspect, eligible Entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

**14. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical

problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

**15. Disputes:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Contest, 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 Contest, 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.

**16. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy <http://www.kraftheinzcompany.com/NewPrivacyPolicy.html>.

**17. Winner List:** For the name of the winner, visit <https://bit.ly/3rDt1me>. The winner list will be posted after winner confirmation is complete.

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