

Leave It To Lunchables Official Rules

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THE SWEEPSTAKES PRIZE.

1. Eligibility: Leave It To Lunchables (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 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/participation. Employees of Kraft Heinz Foods Company, Merkle Inc., and 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 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 the prize/receiving an offer is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and a reward program (the "Reward Program").

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 January 4, 2021 at 7:00 a.m. Eastern Time ("ET") and ends on March 31, 2021 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Promotion.

4. How to Receive Reward(s): During the Promotion Period, make a purchase(s) of qualifying Lunchable products (see list of qualifying products in Appendix A) at any participating retail store location (each qualifying product purchase herein referred to as a "Qualifying Purchase"). **Be sure to keep your receipt.** Visit www.LunchablesRewards.com (the "Website") and follow the links and instructions to complete the registration form and upload an image of your receipt(s) showing your Qualifying Purchase(s). The image must be clear and legible, include the purchase date/timestamp on your receipt, show the Qualifying Purchase(s), including the price of the Qualifying Purchase(s) you purchased on your receipt, as well as total amount of money spent on the receipt. Multiple Qualifying Purchases can be made on a single receipt. Each receipt may only be uploaded once. Upon validation of your uploaded receipt(s), you will receive one (1) "point" on a virtual rewards tracker for each Qualifying Purchase.

Once you receive ten (10) points, you will have the option to choose between one (1) of the following two (2) Reward choices OR choose to continue to make additional Qualifying Purchases toward Tier 2.

Tier 1 Reward options:

Option 1: \$4 fulfilled as a Venmo payment from Administrator (@Merkle) to winner's Venmo account. Winners must have or create a Venmo account in good standing to receive, access, and use the prize. Failure to provide the correct mobile phone number associated with winner's Venmo account or where Venmo Account is not in good standing may result in forfeiture of the prize. Venmo accounts are free, but you can only receive a Venmo payment through the Venmo Mobile App (using your smart phone or tablet). Venmo accounts are subject to its User Agreement and Privacy Policy. Administrator utilizes Hyperwallet payment services to deliver payments to you. Such payment services are subject to the [Hyperwallet Terms of Service](#) and the [Hyperwallet Privacy Policy](#). Approximate Retail Value ("ARV"): \$4.

Option 2: \$4 Amazon.com Gift Card. Restrictions apply, see amazon.com/gc-legal. ARV: \$4.

Once you receive an additional five (5) points, you will have the option to choose between one (1) of the following two (2) Reward choices OR choose to continue to make additional Qualifying Purchases toward Tier 3.

Tier 2 Reward options:

Option 1: \$8 fulfilled as a Venmo payment from Administrator (@Merkle) to winner's Venmo account. Winners must have or create a Venmo account in good standing to receive, access, and use the prize. Failure to provide the correct mobile phone number associated with winner's Venmo account or where Venmo Account is not in good standing may result in forfeiture of the prize. Venmo accounts are free, but you can only receive a Venmo payment through the Venmo Mobile App (using your smart phone or tablet). Venmo accounts are subject to its User Agreement and Privacy Policy. Administrator utilizes Hyperwallet payment services to deliver payments to you. Such payment services are subject to the [Hyperwallet Terms of Service](#) and the [Hyperwallet Privacy Policy](#). ARV: \$8.

Option 2: \$8 Amazon.com Gift Card. Restrictions apply, see amazon.com/gc-legal. ARV: \$8.

Once you receive an additional five (5) points, you will have the option to choose between one (1) of the following two (2) Reward choices.

Tier 3 Reward options:

Option 1: \$14 fulfilled as a Venmo payment from Administrator (@Merkle) to winner's Venmo account. Winners must have or create a Venmo account in good standing to receive, access, and use the prize. Failure to provide the correct mobile phone number associated with winner's Venmo account or where Venmo Account is not in good standing may result in forfeiture of the prize. Venmo accounts are free, but you can only receive a Venmo payment through the Venmo Mobile App (using your smart phone or tablet). Venmo accounts are subject to its User Agreement and Privacy Policy. Administrator utilizes Hyperwallet payment services to deliver payments to you. Such payment services are subject to the [Hyperwallet Terms of Service](#) and the [Hyperwallet Privacy Policy](#). ARV: \$14.

Option 2: \$14 Amazon.com Gift Card. Restrictions apply, see amazon.com/gc-legal. ARV: \$14.

There may be limited quantities of any given Reward. If a given Reward runs out, Sponsor will determine a substitute of equal or greater value.

If you fail to follow the above instructions or if you upload an invalid receipt, you will not receive a point, Reward or an acknowledgement.

Once you've completed up to Tier 3 and selected your Reward, you will be able to participate in Tier 1 – 3 for one (1) additional time.

Limit: Each participant may show proof of up to forty (40) Qualifying Purchases to receive up two (2) Rewards during the Promotion Period. Multiple participants are not permitted to share the same email address or Device. Any attempt by any participant to obtain more than the stated number of Reward by using multiple/different email addresses, identities, registrations and logins, or any other methods will void

that participant's Reward and that participant may be disqualified. Rewards will be fulfilled 8-10 weeks after the conclusion of the Promotion.

5. How to Enter the Sweepstakes: There are two (2) ways to enter:

- a. Make a Qualifying Purchase: During the Promotion Period, following the links and instructions in Section 4 above to visit the Website, register or log in and upload receipts showing proof of Qualifying Purchases. Once you receive five (5) points, you automatically will receive one (1) Sweepstakes entry.
- b. Mail-in Alternate Method: To enter without making a Qualifying Purchase(s), during the Promotion Period, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Leave It To Lunchables," c/o Merkle Inc., P.O. Box 5011, Department 846626, Kalamazoo, MI 49003-5011. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by March 31, 2021 and received by April 7, 2021. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: You may receive up to eight (8) Sweepstakes entries during the Promotion Period, regardless of method or combination of methods of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address 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 for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

6. Sweepstakes Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes Grand Prize winner from all eligible entries received during the Promotion Period, on or around April 12, 2021. The potential winner will be notified by email, mail 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 the potential Sweepstakes Grand Prize winner 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 the prize. Receiving the prize is contingent upon compliance with these Official Rules. In the event that the potential Sweepstakes Grand Prize winner is disqualified for any reason or forfeits the prize, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Sweepstakes Prize: ONE (1) GRAND PRIZE: Winner will receive one (1) \$10,000 check and one (1) one-year Instacart Express membership† (terms and conditions apply). ARV: \$10,099.

†If the winner is a resident of Puerto Rico or if Instacart is not available in winner's location, he/she/they will receive one (1) \$99 check in place of the one-year Instacart Express membership.

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 the 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. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

8. Release: By receipt of any prize/Reward, winners agree to release and hold harmless Sponsor, Hyperwallet, Administrator, and their respective 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 Promotion or receipt or use or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Promotion constitutes each Sweepstakes 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.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Promotion, 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 Promotion, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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 undermine the legitimate operation of the Promotion 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.

11. 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; (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 Promotion or receipt or use or misuse of any prize. 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.

12. 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.

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

14. Winner List: For of the name of the Sweepstakes winner, visit <https://bit.ly/3g81bdf>. The winner list will be posted after winner confirmation is complete.

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This Promotion is not sponsored, endorsed or administered by Hyperwallet or Venmo.

Appendix A

Lunchables with Drink
Lunchables with 100% Juice
Lunchables without Drink
Lunchables Brunchables
Lunchables with Natural Meat & Cheese
Lunchables Uploaded with Drink
Lunchables Snacks

Single-unit Lunchables only. Multi-packs excluded.