

**Breathe Cheesy Sweepstakes
Official Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH TWITTER.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. SPONSOR:** Kraft Heinz Foods Company, 200 E Randolph St #7600, Chicago, IL 60601 (“**Sponsor**”).
- 2. ADMINISTRATOR:** Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th St, Grand Rapids, MN 55744 (“**Administrator**”).
- 3. ELIGIBILITY:** BREATHE CHEESY SWEEPSTAKES (the “Sweepstakes”) IS OPEN AND OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE AND OLDER OR WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE. Employees, officers, and directors of Sponsor, Administrator, Agencies and each of their respective parent entities, subsidiaries and affiliated companies (collectively, “**Sweepstakes Entities**”), as well as advertising, sweepstakes, or production agencies or partners (and their respective dependents, immediate family members, including children, spouse, parents, siblings, step-parents, step-children, step-siblings and their respective spouses, regardless of where they reside, and individuals residing in their same household at least three (3) months a year, whether or not related) are not eligible to participate or win. Entry into the Sweepstakes does not constitute entry into any other contest or sweepstakes. The Sweepstakes shall be subject to all applicable federal, state, municipal, and local laws and regulations and these official rules (“**Official Rules**”). By entering, all entrants agree that they have read these Official Rules, the Twitter terms and policies, and agree to abide by and to be bound by the terms and conditions of the Official Rules and Twitter Terms and Policies and the decisions of Sponsor which shall be final and binding in all respects. False and/or deceptive entries or acts shall render entrants ineligible.
- 4. ENTRY PERIODS:** The Sweepstakes begins on April 12, 2021 and ends on April 15, 2021 (“**Sweepstakes Period**”). The Administrator’s database clock is the official timekeeper for this Sweepstakes.
- 5. HOW TO ENTER:** Create a tweet with the following:
 - (1) include both hashtags **#BreatheCheesy #Sweepstakes**Upon completion of the above (each, an “Entry”), you will automatically receive one (1) entry. Limit one (1) entry per account and/or person during the entire Sweepstakes Period. All entries must be received by 11:59:59 PM CT April 15, 2021. All entries MUST

include both of the hashtags **#BreatheCheesy #Sweepstakes** in order to be an eligible entry.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Twitter. By entering, you are providing your information to Sponsor and not to Twitter.

- 6. ENTRY CONTENT RESTRICTIONS:** Entries must not contain material that:
- a) Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
 - b) Promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - c) Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to use of firearms/weapons/ammunition, nudity, gambling, or pornography, or is otherwise inappropriate, indecent, profane, obscene, violent, hateful, tortuous, slanderous or libelous;
 - d) References persons or organizations without their written permission other than that of Sponsor;
 - e) Disparages any persons or organizations;
 - f) Includes threats to any person, place, business, or group;
 - g) Is in violation of or contrary to all applicable federal, state, municipal or local laws and regulations;
 - h) Contains anything that is determined to damage or diminish the goodwill of the Released Parties (defined below in Section 11), as determined by such entities solely in their respective discretion; or
 - i) Does not comply with the terms, conditions or guidelines posted by Twitter.

Failure of any Entry to comply with the above "**Entry Content Restrictions,**" as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entry that, at its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor the Sweepstakes or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Entries must be suitable for presentation in a public forum, in the sole determination of Sponsor.

- 7. RANDOM DRAWING AND WINNER NOTIFICATION:** On or about April 16, 2021, One Thousand (1,000) potential Winners will be randomly selected by Administrator, from among all eligible Entries received during the Sweepstakes Period.

Potential Winners will begin to receive notifications by Administrator or Sponsor via a direct message on Twitter (depending on method of entry) on or about the day of the random drawing. **When entering via Twitter, each Entrant must have his/her Account set to "Public" and not "Private" and must have his/her direct message privacy settings**

set to “Allow message requests from everyone” and/or be following @KraftSingles on Twitter so that Administrator and/or Sponsor may be able to contact Entrant in the event that Entrant is a potential Winner. It is each Entrant’s responsibility to timely check his/her Account for any direct messages from Sponsor or Administrator and to ensure that Entrant’s Account settings allow Entrant to receive direct messages from Administrator/Sponsor. **Limit one entry per account and/or person.** Potential Winners will be required to respond to the link provided in the direct message providing full name, address, and email address within **twenty four (24) hours**. Each Potential Winner must meet all eligibility requirements and may be required to provide proof of identification and/or sign an affidavit of eligibility, and/or a publicity and liability release, or any such other documents as Sponsor deem necessary, in their sole discretion (collectively, the “**Prize Claim Documents**”). If any notification or attempted notification is returned as undeliverable, or if any notifications are not responded to in the required timeframe, the prize will be forfeited and may be awarded to an alternate Winner. By accepting a prize, the Winner represents and warrants they are in compliance with these Official Rules.

At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: [a] potential Winner’s failure to respond to initial notification within twenty four (24) hours after its transmission; [b] the failure of notification due to deactivation of the potential Winner’s Account prior to receipt of notification; [c] potential Winner’s failure to respond to Sponsor’s or Administrator’s direct message winner notification; [d] potential Winner’s Account “privacy” is set so that the potential Winner’s updates/responses/comments may not be visible by Sponsor; [e] potential Winner’s failure to include BOTH Hashtags in their Entry; [f] potential Winner’s Entry fails to comply with the Entry Content Restrictions set forth in Section 6 above; [g] potential Winner’s failure to provide Sponsor with satisfactory proof of age, identity and residency; [h] potential Winner’s failure to execute and return the Prize Claim Documents within three (3) days after they are e-mailed or mailed (if required) to the potential Winner; and [i] any other non-compliance with these Official Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner. Once the potential Winner has completed all requirements in these Official Rules and been verified by Sponsor and/or Administrator, they will be declared a Winner. **Odds of winning depend on the total number of eligible Entries received during Sweepstakes Period.**

8. **PRIZES: One thousand (1,000) Prizes** – ONE (1) Breathe Cheesy Prize Pack with five (5) grilled cheese scented incense sticks and an incense holder, to be delivered via mail. Approximate Retail Value (“ARV”) of each Prize: \$6.05.

Total ARV of all prizes being awarded: \$6,050. LIMIT: One (1) Prize per person/account/household.

9. **PRIZE CONDITIONS:** All federal, state and local taxes on prize are the sole responsibility of the winner. Prizes consist of only the items specifically listed as the prize. No substitutions of prize, except as provided herein. Please allow 8-16 weeks for delivery.

In the event a prize cannot be awarded as stated, that prize will not be awarded. Costs and expenses associated with prize acceptance and use not specifically stated herein as being provided are the sole responsibility of each Winner. Prizes are not redeemable for cash and are subject to availability, non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserve the right to substitute a prize (or any element thereof) for one of equal or greater value for any reason. All taxes including, without limitation, federal, state and local taxes (including, but not limited to income and withholding taxes), and any other expenses not specifically included in a prize description are the sole and exclusive responsibility of each Winner.

The Released Parties make no warranties, and hereby disclaim any and all warranties, express or implied, concerning each prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.

10. **PRIVACY POLICIES AND DATA COLLECTIONS:** Information provided by you for this Sweepstakes during the entry process is subject to Sponsor's privacy policy located at <https://www.myfoodandfamily.com/privacynotice>. Please see the full Privacy Policy for details. Entrant's personally identifiable information is not shared with third parties unless we give prior notice and choice. We do not rent, disclosed or share personal information or aggregated demographic information with our partners and advertisers. Though we may use an intermediary to conduct promotions, they may not use entrant's personally identifiable information for any secondary purposes. By participating in the Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy. By entering this Sweepstakes, each Entrant agrees that the Sponsor and/or Administrator has the right to contact the Entrant via the Account used to post the Entry in order to administer and fulfill this Sweepstakes.
11. **CONDITIONS OF PARTICIPATION:** By entering this Sweepstakes and/or accepting a prize you may win, you agree, represent and warrant that: [a] you will be bound by these Official Rules and the Sponsor's decisions, which shall be final in all respects; [b] the Entry will not be acknowledged or returned; [c] you release, indemnify and hold harmless the

Sweepstakes Entities, Twitter, Agencies, and their respective parent entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and all of their respective officers, directors, members, employees, representatives and agents (collectively, the “Released Parties”) from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of a prize; participation in the Sweepstakes or any Sweepstakes-related activity, or from any interaction with, or downloading of computer information; [d] the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or the prizes; [e] a Winner’s acceptance of a prize constitutes the grant to Sponsor and assignment of an unconditional right to use said Winner’s Instagram or Twitter handle, name, address (city and state only), voice, likeness, photograph, biographical and prize information, statements about the Sweepstakes and/or live and taped performances of interviews for any programming, publicity, advertising and Sweepstakes purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor’s reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select potential Winners by such method as Sponsor, in their sole discretion, shall consider equitable from all eligible Entries received prior to such termination or suspension; [g] the Released Parties are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software and for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: human errors, errors in the advertising, these Official Rules, selection and announcement of the Winners and distribution of the prizes; [h] the Released Parties are not responsible for any inability of the Winner to accept or use a prize (or any portion thereof) for any reason; [i] Sponsor has the right to modify prize award procedures at its sole discretion; [j] the Released Parties are not responsible for changes to Twitter functions that may interfere with the Sweepstakes or your ability for timely entry; [k] you acknowledge that you are solely responsible for any actions, claims or liabilities of your Participant(s) related to any Sweepstakes -related activity; and [l] Released Parties are not responsible for any failure of delivery of potential Winner notification.

12. **LIMITATIONS ON LIABILITY:** Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs,

servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Account used, as solely determined by the Sponsor, will be disqualified (and all associated Entries will be void), and Sponsor reserve the right to terminate such Entrant's eligibility to participate in this or any other sweepstakes offered by Sponsor. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer, electronic device or mobile device related to or resulting from participating in this Sweepstakes or downloading materials from Instagram. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to an Entrant's or other person's system or equipment occasioned by participation in this Sweepstakes.

- 13. DISPUTES:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or the prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of the Winners, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether

of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

- 14. WINNERS' LIST/OFFICIAL RULES:** For an official Winners' list (available after April 19, 2021) send a self-addressed, stamped envelope to: **Breathe Cheesy Sweepstakes – WINNERS' LIST**, c/o Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Attn: Dept. S8257W Grand Rapids, MN 55744. Residents of Vermont may omit return postage on all requests. Official Rules may be obtained during the Promotion Period by visiting bit.ly/3d3IKH4

Abbreviated for Instagram & Twitter Social PR posts:

1. NO PURCHASE NECESSARY. Open to 18+/50 US & DC. Ends @ 11:59:59PM 4/15/21. Limit 1 entry per person. Odds/Rules: visit bit.ly/3d3IKH4. Void where prohibited.