

## Planters Nuts for Dad Social Sweepstakes Official Rules

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

**1. Eligibility:** Planters Nuts for Dad Social Sweepstakes (the “Sweepstakes”) 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 (“Sponsor”), Publicis Groupe, ICFnext, and VaynerMedia, Merkle Inc. (“Administrator”), 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 Sweepstakes 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 and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. 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 Sweepstakes begins on June 15, 2021 at 12:00 a.m. Eastern Time (“ET”) and ends on June 21, 2021 at 11:59 p.m. ET (the “Promotion Period. Twitter/Instagram/TikTok’s servers are the official time-keeping devices for the Sweepstakes.

#### **4. 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 or TikTok 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 Promotion Period, take the following actions to receive one (1) entry into the Sweepstakes:

##### a. TikTok:

- (1) Go to the Planter’s page on TikTok and find the “Shake it Like Dad” music clip (“Music Clip”)†;
- (2) While using the Music Clip, create a video that displays your dads’ quirks or a father-figure in your life’s quirks (video must be no longer than sixty (60) seconds);
- (3) Add a text overlay to your video that displays #nutsfordad and #sweepstakes for the duration of the video (text overlay must be legible);
- (4) Post the video on TikTok and include #nutsfordad and #sweepstakes at the beginning of your TikTok caption (your “Submission”);
- (5) Your account settings must remain public during the Promotion Period and until the prizes are awarded (as described in Section 6); and
- (6) You must not change your TikTok handle during the Promotion Period and until the prizes are awarded (as described in Section 6).

†Sponsor will create, advertise and allow you to use the Music Clip in your TikTok video. *Only videos on TikTok must use the Music Clip; videos on Twitter or Instagram may use the Music Clip. Use of the Music Clip will not improve your chances of winning. If a video includes any other music, it will be disqualified.*

b. Twitter and Instagram:

- (1) Tweet/post a video that displays your dad's quirks or a father-figure in your life's quirks, and include the hashtags #nutsfordad and #sweepstakes in the initial Tweet/caption (herein also "Submission");
- (2) you *may optionally* use the Music Clip (as described above);
- (3) Your account settings must remain public during the Promotion Period and until the prizes are awarded (as described in Section 6);
- (4) You must not change your Instagram or Twitter handle during the Promotion Period and until the prizes are awarded (as described in Section 6); and
- (5) Video must be no longer than sixty (60) seconds.

Your Submission need not include any reference, positive or negative, to Sponsor's products or services. ***Including a reference/image 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.

Content Restrictions for your Social Sweepstakes Entry:

- Your Submission must be your original work;
- Your Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- You must have permission to include the names or likenesses of other individuals and to grant the rights set forth herein. You should only include minors in your Submission if they are your children/wards. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- Your Submission must not contain material that violates or infringes another's rights and therefore may not include logos, music tracks, trademarks or any other intellectual property other than those of the Sponsor;
- Your Submission must not make references to or include: alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your Submission may not be indecent, obscene, sexually explicit, hateful, 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
- Your Submission may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

By Tweeting/posting content that conforms to all of the above requirements, you will receive one (1) entry into the Sweepstakes. Sponsor, in its sole discretion, may disqualify any post that it finds unlawful, or in violation of these Official Rules.

Entry Limit: You may enter one (1) time during the Promotion Period. 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. 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 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. Each potential winner may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, 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.

**5. Sponsor's Use of Social Post Content:** Tweeting/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.

**6. Grand Prize Drawing:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around June 23, 2021. Each potential winner will be notified through the social channel used to enter the Sweepstakes (@mrpeanut on Twitter, @mrpeanutoriginal on TikTok or @mrpeanutofficial on Instagram) and 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 his/her/their 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/their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable 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. Prizes: TEN (10) GRAND PRIZES:** Each winner will receive one (1) \$10,000.00 check. Actual Value ("AV"): \$10,000.00.

**For All Prizes:** Prizes are 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. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a Grand Prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) Grand Prize per person. Total AV of all prizes: \$100,000.00. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

**8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Publicis Groupe, ICFnext, and VaynerMedia, Administrator, Twitter, Inc., Instagram, Inc., TikTok Inc., 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 Sweepstakes or receipt or use or misuse of any prize.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter/Instagram profile photo), 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 Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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 entrant is subject to Sponsor's Privacy Policy <http://www.kraftheinzcompany.com/NewPrivacyPolicy.html>.

**14. Winner List:** For a winner list, visit <https://bit.ly/3422pSc>. The winner list will be posted after winner confirmation is complete.

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