

## #ANutAbove Contest Official Rules

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

**1. Eligibility:** #ANutAbove Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of Kraft Heinz Foods Company, its promotional partners, 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 to win a prize. 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, Floor 21, 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 a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on February 1, 2021 at approximate 10:00 a.m. Eastern Time ("ET") and ends on February 7, 2021 at 11:59 p.m. ET (the "Contest Period"). Twitter's servers are the official time-keeping device for the Contest.

### **5. How to Enter:**

**Participation Requirements:** To participate, you will need to have a Twitter account. Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>). **Posting on 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 enter:

(1) Tweet your "Nomination" of a locally owned and operated (non-franchised) Bar or Sports Bar that serves food and beverages (herein "Bar") by describing how this Bar has gone above and beyond to serve the community. *See notes below regarding addition restrictions on Nominations.* You must include the following in the Nomination Tweet:

- a. Include the name of the Bar, the city and state where it is located OR alternatively where possible, tag the Twitter handle for the Bar;
- b. **A photo is not required and will not improve the chances that the Bar nominated will be selected.** If you nonetheless include a photo, it may only be a photo of the Bar and should not include any individuals other than the entrant; and
- c. Include #ANutAbove #Contest in your Tweet. You may thread several Tweets for one (1) Nomination. Each Tweet in your thread must include the required hashtags.

(2) Your Twitter account settings must remain public during the Contest Period and until the prizes are awarded (as described in Section 8); and

(3) You must not change your Twitter handle during the Contest Period and until the prizes are awarded (as described in Section 8).

**Additional Restrictions on who can be Nominated:**

- (1) Eligible Bar owners must be a legal resident of the 50 United States and (D.C.) who are at least twenty-one (21) years of age.
- (2) Bar owners may nominate their own Bar.
- (3) Entrants must have permission to nominate a Bar where they are not the owner.
- (4) An eligible Bar must not be a part of a national or regional chain meaning two or more separate locations having the same commercial name and owned by the same registrant.
- (5) An Eligible Bar and owner must have no record of significant violations of Liquor and Food Service Codes and Regulations or COVID restrictions.
- (6) Bar and its owner(s) will be required to pass a confidential background check that confirms that neither the owner(s) or the Bar has engaged in conduct that could damage the reputation of Sponsor.

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

**Guidelines:**

- The Nomination must meet the Twitter requirements; and
- The Nomination must be in English.

**Permissions:** Entrant must have permission from the owner of the Bar that they are nominating.

**Content Restrictions:**

- The Nomination must be your original work;
- The Nomination must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- The Nomination 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 Nomination must not contain brand names or trademarks other than those owned by Sponsor;
- The Nomination must not disparage Sponsor, or any other person or party;
- Nomination must not promote alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- The Nomination must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- The Nomination 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 Nomination must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Nomination is created.

Limit: Each entrant may Tweet one (1) Nomination. Nominations received from any person in excess of the stated limit will be void. Nominations generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Twitter account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different Twitter 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 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 account. Each potential winner may be required to show proof of being an 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 Nominations or failure to receive Nominations due to limitation of third-party social network platforms; all of which will be void.*

**6. Sponsor's Use of Nominations:** Tweeting a Nomination 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 Nominations 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 Nomination.

**7. Winner Determination:** After the Contest Period ends, a panel of qualified judges as determined by Sponsor in its sole discretion will review all qualifying Nominations and select twenty (20) Bars that have best demonstrated their commitment to go above and beyond and had the most significant impact on the community they serve. Sponsor reserves the right to select fewer than twenty (20) Bars if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Nominations. Sponsor will not disclose judging scores.

**8. Winner Requirements:** In early March 2021, Administrator will initiate notifying to the potential winning Bars by email and/or phone. Where necessary, @MrPeanut may notify entrant who nominated the potential winner through Twitter to request contact information of the Bar or its owner. In such case, if entrant does not respond within the timeframe requested, Sponsor may disqualify the potential winner. Potential Bars will be offered the prize described below and each owner (including where a Bar has multiple owners) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), including a consent to a confidential background check for both themselves and their Bar to accept the prize, which must be received by Administrator within four (4) days of the date notice or attempted notice is sent. If a Bar owner cannot be contacted, fails to execute and return the Declaration, does not comply with these Official Rules, or if the background check reveals that either the owner(s) or the Bar has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify the Bar from receiving a prize.

If a potential Bar is disqualified for any reason, Sponsor may offer the prize to a runner-up, if any, in Sponsor's sole discretion based on the winner determination process described above. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

**9. Prizes: TWENTY (20) PRIZES OFFERED:** Sponsor will offer \$50,000 to the twenty Bars selected and confirmed. Prizes will be fulfilled to the business and not the owner(s). 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. Limit: One (1) prize per Bar. Prizes will be fulfilled 8 – 10 weeks after winners are confirmed.

**10. Release:** By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Twitter, 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, Nomination, 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. 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.

**13. 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 Nomination 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 Nominations, 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 Nominations 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 Nomination.

**14. 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.

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

**16. Winner List:** For a winner list, visit <https://bit.ly/3r0YMFC>. The winner list will be posted after winner confirmation is complete.

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