

## **Kraft Singles Ultimate Grill Giveaway**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES OR INSTANT WIN GAME. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING IN THE SWEEPSTAKES OR INSTANT WIN GAME.**

**1. Eligibility:** Kraft Singles Ultimate Grill Giveaway (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old (or nineteen (19) years of age or older for residents of Alabama and Nebraska or twenty-one (21) years or older for residents of Puerto Rico) at the time of entry. Employees of Kraft Heinz Foods Company ("Sponsor"), The Weber-Stephen Products LLC ("Prize Provider"), Merkle Inc. ("Administrator"), and their respective parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, 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 and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

**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 May 1, 2021 at 12:00 a.m. Eastern Time ("ET"), ends on September 6, 2021 at 11:59 p.m. ET (the "Promotion Period") and consists of two (2) phases (each a "Phase") as set forth below.

<b>Phase</b>	<b>Start Date (at 12:00 a.m. ET)</b>	<b>End Date (at 11:59 p.m. ET)</b>
Purchase	May 1, 2021	September 6, 2021
Redemption	May 21, 2021	September 6, 2021

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

**4. How to Play the Instant Win Game: No Purchase Necessary.** During the Redemption Phase, visit [www.KraftSinglesSweepstakes.com](http://www.KraftSinglesSweepstakes.com) (the "Website") and complete and submit the registration form including a valid email address. You will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, play the Instant Win Game. Winning the Instant Win Game is entirely up to chance; entrants pick from three burger patties on the grill, one of the patties will reveal whether or not they've won the prize. The winning patty is randomized for each entrant. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**Limit:** Each entrant may play the Instant Win Game one (1) time per day during the Redemption Phase. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, game plays, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder

of the email address used to register will be deemed to be the entrant or player and he/she must comply with these Official Rules. 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. Potential winners may be required to show proof of being the authorized account holder.

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

- a.) **Make a Qualifying Purchase:** During the Purchase Phase, purchase two (2) packages of Kraft Singles 10.7oz or Larger at any participating retail location, in a single transaction (“Qualifying Purchase”). Online purchases do not qualify. **Be sure to keep your receipt(s).** Take an image of the entire receipt(s). The receipt image(s) must be clear and legible, include the retailer (if applicable), purchase date and time, and show the Qualifying Purchase, the Qualifying Purchase price and total amount spent. Then, during the Redemption Phase, visit Website and complete and submit the registration form (if you haven’t already done so) including a valid email address. Where prompted, follow the instructions to upload an image of your receipt. Each receipt can only be uploaded once. At the conclusion of the Redemption Phase, once your receipt images have been validated, depending on how many valid receipts uploaded, you will receive the associated number of Sweepstakes entries, as outlined below.

<b>Number of Valid Receipts Uploaded</b>	<b>Number of Sweepstakes Entries You Will Receive</b>	<b>Number of Sweepstakes Entries You Will Have Accrued</b>
The first valid receipt uploaded	1 Sweepstakes entry	1 Sweepstakes entry
The second valid receipt uploaded	2 Sweepstakes entries	3 Sweepstakes entries
The third valid receipt uploaded	4 Sweepstakes entries	7 Sweepstakes entries
The fourth valid receipt uploaded	8 Sweepstakes entries	15 Sweepstakes entries
The fifth valid receipt uploaded	16 Sweepstakes entries	31 Sweepstakes entries
The sixth valid receipt uploaded	32 Sweepstakes entries	63 Sweepstakes entries

- b.) **Mail-in Alternate Method:** To enter without making a Qualifying Purchase, during the Redemption Phase, 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 “Kraft Singles Ultimate Grill Giveaway,” c/o Merkle Inc., P.O. Box 5046, Department 847723, Kalamazoo, MI 49003-5046. You will receive up to eleven (11) entries into the Sweepstakes. Limit: up to eleven (11) entries per envelope for a total of up to six (6) envelopes until you have reached the overall limit of sixty-three (63) entries into the Sweepstakes. All mail-in entries must be handwritten and must be postmarked by September 7, 2021 and received by September 14, 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:** Each entrant may receive up to sixty-three (63) Sweepstakes entries during the Redemption Phase, regardless of method or combination of methods. 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. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, entries, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant and he/she must comply with these Official Rules. 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. Potential winner may be required to show proof of being the authorized account holder.

**6. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners on or around September 15, 2021 from all eligible entries received during the Redemption Phase. Instant Win Game: Two hundred (200) random, computer-generated winning times, one for each prize listed below, will be generated during the Redemption Phase. All other prizes will be randomly generated throughout the Redemption Phase. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

**7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**8. Verification of Potential Sweepstakes and Instant Win Game Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes prize winners will be notified by email. The potential Sweepstakes Grand Prize winner and each potential Sweepstakes First Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release 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 a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable or if a potential winner is otherwise not in compliance with these Official Rules, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible Sweepstakes entries received. There will be three (3) alternate drawings after which the prize will remain unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

## **9. Prizes:**

**Sweepstakes Prizes:** ONE (1) GRAND PRIZE: Winner will receive one (1) Weber® Genesis® II E-335™ LP gas grill; one (1) Weber® Traveler Portable gas grill; one (1) Weber® Master-Touch 22" charcoal grill and one (1) "Best Burger Box" (consisting of one (1) instant-read thermometer; one (1) premium wide spatula; one (1) burger press and one (1) gourmet burger seasoning). Approximate Retail Value ("ARV"): \$1,350.76. FIFTEEN (15) FIRST PRIZES: Each winner will receive one (1) Weber® Genesis® II E-335™ LP gas grill. ARV: \$749.00. THIRTY (30) SECOND PRIZES: Each winner will receive one (1) Weber® Traveler Portable gas grill. ARV: \$325.00. ONE HUNDRED FIVE (105) THIRD PRIZES: Each winner will receive one (1) Weber® Master-

Touch 22" charcoal grill. ARV: \$229.00. Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Redemption Phase. Limit: One (1) Sweepstakes prize per person.

**Instant Win Game Prizes:** TWO HUNDRED (200) FOURTH PRIZES: Each winner will receive one (1) "Best Burger Box" consisting of one (1) instant-read thermometer; one (1) premium wide spatula; one (1) burger press and one (1) gourmet burger seasoning. ARV: \$47.76. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person.

For All Prizes: No cash equivalent and all 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 comparable or greater value, at its sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners are responsible for all taxes and fees associated with prize receipt and/or use not specified herein as being provided. TOTAL ARV OF ALL PRIZES: \$55,932.76.

**10. Release:** By participating in the Promotion, entrants agree to release and hold harmless Sponsor, The Weber-Stephen Products LLC, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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.

**11. Publicity:** Except where prohibited, participation in the Promotion constitutes each 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, now or hereafter devised, in any manner, worldwide, in perpetuity, without further payment or consideration, notification or permission.

**12. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, 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, 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 opt to 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.

**13. 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) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (3)

unauthorized human intervention in any part of the entry process or the Promotion; (4) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, plays or prize claims, the announcement of the prizes or in any Promotion-related materials; or (5) 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 or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if 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 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.

**14. 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.

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

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

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