

Kraft Mac and Cheese Use Your Noodle Contest

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER, FEW WILL WIN.

1. Eligibility: Kraft Mac and Cheese Use Your Noodle Contest (the "Contest") is open only to legal residents of the fifty (50) United States (including District of Columbia) and Puerto Rico who are at least six (6) years old at the time of entry. **If you are a minor in your state of residence, you must have the permission and consent of your parent/legal guardian to participate in this Contest.** Employees of Kraft Heinz Foods Company ("Sponsor"), Merkle Inc. ("Administrator"), 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. Any entry information provided by children under the age of thirteen (13) will be used solely for the purposes of the Contest and will be destroyed immediately after its conclusion in accordance with the requirements of the Children's Online Privacy Protection Act ("**COPPA**"). 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, Suite 2100, 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 August 1, 2021 at 12:00 a.m. Eastern Time ("ET") ends on October 1, 2021 at 11:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.

5. How to Enter: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. MANY WILL ENTER, FEW WILL WIN.

During the Contest Period, visit KraftUseYourNoodle.com (the "Website") follow the links and instructions to complete and submit the registration form, including providing your own email address, or your parent/legal guardian's email address if you are under thirteen (13) years old at the time of entry, and create a username and password (on first visit only). **When creating a username, do not use your first and/or last name. Be sure to remember your username and password for future use.** If you are under thirteen (13) years old at the time of sign-up, an email notification will be sent to the parent/legal guardian's email address provided at the time of the first entry giving your parent/legal guardian the option to opt you out of further participation in the Contest. If you are under the age of thirteen (13) and your parent or legal guardian opts you out of participation, you will no longer be able to enter or participate in any element of the Contest.

Depending on your age, on the day in which you register for the Contest, you will be placed in one (1) of five (5) age categories (each a "Category"): **(i)** Ages 6-8 (lower elementary); **(ii)** Ages 9-10 (upper elementary); **(iii)** Ages 11-14 (middle school); **(iv)** Ages 15-18 (high school) or **(v)** Age 19 or older.

If your parent allows you to participate in the Contest or if you are over thirteen (13), follow the directions to use the provided images and tools to create a "doodle that makes the world smile ("Submission").

Your Submission need not include any reference, positive or negative, to Sponsor's products or services. Including a reference or image of Sponsor's products/services in your Contest Submission will not improve your chances of winning. By uploading your Submission, you agree that it conforms to the content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

Content Restrictions:

- The Submission must be your original work;
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- The Submission 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 must not contain brand names or trademarks other than those owned by Sponsor or Crayola LLC;
- The Submission must not contain content created by a third party, such as images or artwork;
- The Submission must not disparage Sponsor, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- 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;
- The Submission 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 Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may create up to five (5) Submissions during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and 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. Each entrant 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 Submissions; all of which will be void.

6. Sponsor's Use of Submissions – Applicable only for entrants that are the age of majority in their state of residency: Uploading 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.

7. Winner Determination: After the conclusion of the Contest Period, a panel of qualified judges, determined by Sponsor in its sole discretion, will select the one (1) entrant, with the highest-scoring Submissions (potential "Contest Grand Prize Winner") and ten (10) entrants, two (2) per Category, with the next highest-scoring Submissions (potential "Contest First Prize Winners") based on the following Judging Criteria:

- Fit to Theme (30%)
 - Does your design make us smile? The cheesier we smile, the better!
- Design Ability (20%)
 - Is the story or moment you've invented clear and easy to follow?
- Creativity/originality (20%)
 - Can you think outside of the box? Innovate a way to make the world smile that makes us think "I never would have thought of that!"
- Design value of submission (15%)
 - Can your idea influence the world for the better? There are infinite ways to change the world one smile at a time!
- Overall quality of the submission (15%)

- Is your design museum-quality? The ones that are may just end up in an exhibit!

In the event of a tie, the entrant whose Submission received the highest score for "Creativity/originality," as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor reserves the right to select fewer than two (2) Contest First Prize Winners from each Category, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions for the applicable Category. Sponsor will not disclose judging scores.

8. Winner Requirements: Potential winners will be notified by email on or around October 18, 2021. The potential Grand Prize winner (parent/legal guardian if a minor in his/her/their state of residence) 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. All other potential winners (parent/legal guardian if a minor in his/her/their state of residence) will be required to provide full contact information to confirm eligibility and for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent, in order to claim the prize offered. If a potential winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information, within the required time period (if applicable), does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes: ONE (1) GRAND PRIZE: Winner will have the opportunity to choose one (1) of the following two prize options:

1. A trip for four (4) to Atlantis Paradise Island, Bahamas Resort. In addition, winner's Submission will be displayed in a traveling museum exhibit. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) and three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, quad occupancy or double room, double occupancy). **TAX GROSS UP PAYMENT:** Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$2,000.00. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.**

Winner must complete the trip between January 15, 2022 and September 6, 2022 or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companions must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her/their state of residence, at least one (1) travel companion must be winner's parent/legal guardian. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not

responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$7,550.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

2. A \$6,000.00 check. In addition, winner's Submission will be displayed in a traveling museum exhibit. ARV: \$6,000.00.

TEN (10) RUNNER-UP PRIZES (two (2) winners per Category): Each winner will receive a one-year supply of Kraft Macaroni & Cheese awarded as twenty-four (24) boxes and one (1) "Crayola Prize Package" consisting of one (1) deluxe wooden art set; one (1) 2 in 1 color chemistry set and one (1) silly scents wacky dough making kit. In addition, each winner's Submission will be displayed in a traveling museum exhibit. ARV: \$124.00.

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 (or a component thereof) 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 person. First Prizes will be fulfilled 8 – 10 weeks after the end of the Contest.

10. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Crayola LLC, 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, including any related travel.

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, Submission, 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.

For children under thirteen (13), such consent will only be to the extent allowed by COPPA.

12. Ownership of Submission: Each winner (parent/legal guardian if a minor in his/her/their state of residence) shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. 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 winners 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.

14. 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 Submission 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 Submissions, 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 (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions 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 Submission.

15. 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.

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

17. Winner List: For a winner list, visit <https://bit.ly/39XyE8G>. The winner list will be posted after winner confirmation is complete.

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