

## Lunchables Game Your Way Official Rules

**NO PURCHASE NECESSARY. MANY WILL ENTER, FEW WILL WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**Overview:** The Lunchables Game Your Way (the "Promotion") consists of an instant win game (the "Instant Win Game") and a sweepstakes (the "Sweepstakes") as well as a separate instant win game that requires a you to obtain a code to be entered on the Promotion Website in order to participate (the "Code Entry Instant Win Game"). The Sweepstakes and Instant Win Game are available from August 1, 2021 – September 30, 2021. The Code Entry Instant Win Game is available during the duration of the Promotion Period (August 1, 2021 – December 31, 2021). There are specific prizes associated with each of the three (3) Promotion components. See Section 4 for the Instant Win Game and Sweepstakes entry requirements, Section 5 for the Code Entry Instant Win Game entry requirements and Section 9 for complete prize details.

**1. Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States, the 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 Promotion.** Employees, officers, and representatives of Kraft Heinz Foods Company ("Sponsor"), Merkle Inc. ("Administrator"), Nintendo of America Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee 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. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any entry information provided will be used solely for the purposes of the Promotion and in accordance with Sponsor's Privacy Policy (<http://www.kraftheinzcompany.com/NewPrivacyPolicy.html>) and will be destroyed after its conclusion in accordance with the requirements of the Children's Online Privacy Protection Act ("COPPA").

**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 August 1, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2021 at 11:59 p.m. ET (the "Promotion Period"). The Instant Win Game and Sweepstakes begins on August 1, 2021 at 12:00 a.m. ET and ends on September 30, 2021 at 11:59 p.m. ET ("Instant Win and Sweepstakes Phase"). The Code Entry Instant Win Game start and end dates coincides with the Promotion Period, as set forth below.

Phase	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)
Instant Win Game and Sweepstakes	August 1, 2021	September 30, 2021
Code Entry Instant Win Game (coincides with the Promotion Period)	August 1, 2021	December 31, 2021

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

**4. How to Play the Instant Win Game and Enter the Sweepstakes: MANY WILL ENTER, FEW WILL WIN.** During the Promotion Period, visit [www.lunchablesweepstakes.com](http://www.lunchablesweepstakes.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 Promotion. 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 Promotion.

If your parent allows you to participate in the Promotion or if you are thirteen (13) or older, during the Instant Win game and Sweepstakes Phase, visit the Website, tap/click through to the "Build, Stack & Play" Section of the Website. Once there, follow the onscreen instructions to interact with your pick of one (1) of the following Advergimes "Catch Game"; "Racing Game"; or "Pack Your Lunch Game". You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. [Please note: You may interact with all three (3) advergimes as many times as you wish, but you will only receive one (1) Sweepstakes entry and one (1) Instant Win Game play for your interaction with the first one (1) you select per day.] Once on the Instant Win Game page, 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 enter the Sweepstakes and play the Instant Win Game one (1) time per day during the Promotion Period. 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/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, 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. 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 Play the Code Entry Instant Win Game: MANY WILL ENTER, FEW WILL WIN.**

During the Promotion Period, there are three (3) ways to obtain a code ("Code"), as outlined below.

**a. Make a Purchase:** During the Promotion Period, purchase one of the following specially-marked packages of Lunchables:

- Lunchables with Drink - Turkey and American Cracker Stackers (UPC 4470000674)
- Lunchables with Drink – Ham and American Cracker Stackers (UPC 4470000677)
- Lunchables with Drink – Ham and American Cracker Stackers (UPC 4470010229)
- Lunchables with Drink – Pizza and Treatza (UPC 4470009558)
- Lunchables with Drink – Pizza with Pepperoni (UPC 4470036113)
- Lunchables with Drink – Pizza Kabobbles (UPC 4470007153)
- Lunchables with Drink – Mini Hot Dogs (UPC 4470007083)
- Lunchables with Drink – Chicken Dunks (UPC 4470000680)
- Lunchables with Drink – Extra Cheesy Pizza (UPC 4470036114)
- Lunchables with Drink – Nachos, Cheese Dip and Salsa (UPC 4470000679)
- Lunchables with Drink – Turkey and Cheddar Cracker Stackers (UPC 4470000673)

- Lunchables with Drink – Turkey and Cheddar Cracker Stackers (UPC 4470008742)
- Lunchables with 100% Juice – Chicken Popper Kabobbles (UPC 4470007663)
- Lunchables with 100% Juice – Turkey and Cheddar Sub Sandwich (UPC 4470010178)
- Lunchables Uploaded – Turkey and Cheddar Sub Sandwich (UPC 004470006956)
- Lunchables Uploaded – Pizza with Pepperoni (UPC 004470006958)
- Lunchables Uploaded – Chicken Dunks (UPC 004470006959)
- Lunchables Uploaded – Ham and American Sub Sandwich (UPC 004470007009)
- Lunchables Uploaded – Turkey and Ham Sub Sandwich (UPC 004470006957)
- Lunchables Uploaded – Nachos Grande (UPC 004470006960)
- Lunchables Uploaded – Double Cheese Pizza (UPC 004470008965)

Locate the Code inside the package.

**b. Free Code Request:**

- i. Mail-In Free Code Request -- From July 16, 2021 to December 16, 2021: To obtain a Code without making a purchase, hand print, on a 3" x 5" piece of paper, your parent or legal guardian's information (if you are under the age of thirteen (13)) or your information for the following: name, email address, and date-of-birth and mail it in an envelope to: "Lunchables Game Your Way," c/o Merkle Inc., P.O. Box 5046, Department 848929, Kalamazoo, MI 49003-5046. Limit: One (1) Code request per envelope. All mail-in requests must be handwritten and must be postmarked by December 16, 2021 and received by December 23, 2021. All Code requests become the exclusive property of Sponsor and none will be acknowledged or returned. You will receive a Code via email. 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 free Code requests, which will be discarded. Administrator will email you a free Code within 8-9 business days from your postmark date.
- ii. Online Free Code Request -- From December 17, 2021 to December 31, 2021: To request a free Code online, visit [lunchablesweepstakes.com](http://lunchablesweepstakes.com) (the "Website") and follow the links and instructions to complete and submit the free Code request form. You will automatically receive a Code via an automated email, which should be received no later than one (1) business day. All requests must be received by December 31, 2021 at 11:55 p.m. ET. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected requests, which will not be honored.

Once you obtain a Code, during the Promotion Period, visit the Website and register for the Promotion (on your first visit only), as outlined in Section 4 above.

If your parent allows you to enter the Promotion or if you are thirteen (13) or older, during the Promotion Period, visit the Website and tap/click through to the "Code Entry" Section of the Website. Once there, follow the onscreen instructions to enter the Code. Once your Code is validated, you will be notified immediately if you are a potential winner of the Code Entry Instant Win Game. Each Code may only be used once. Potential winners of the Code Entry 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 Code Entry Instant Win Game.

Limit: Each entrant may play the Code Entry Instant Win Game one (1) time per day during the Promotion Period, regardless of method of receiving a Code. 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. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, 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. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each 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 winner, from all eligible entries on or around October 1, 2021. Instant Win Game: Nine hundred (900) random, computer-generated winning times, one for each prize listed below, will be generated during the Instant Win Game and Sweepstakes 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. Code Entry Instant Win Game: Seven hundred fifty (750) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. 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. EACH POTENTIAL INSTANT WIN GAME/CODE ENTRY INSTANT WIN GAME WINNER (OR HIS/HER PARENT OR LEGAL GUARDIAN IF APPLICABLE WINNER IS UNDER THE AGE OF THIRTEEN (13)), AND THE POTENTIAL SWEEPSTAKES GRAND PRIZE WINNER (OR HIS/HER PARENT OR LEGAL GUARDIAN IF WINNER IS A MINOR IN HIS/HER STATE OF RESIDENCE) 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 SWEEPSTAKES, INSTANT WIN GAME OR CODE ENTRY INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT OR PARENT OR LEGAL GUARDIAN'S ELIGIBILITY (AS APPLICABLE), AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER OR PARENT OR LEGAL GUARDIAN (AS APPLICABLE) HAVE BEEN VERIFIED AND ENTRANT OR PARENT OR LEGAL GUARDIAN (AS APPLICABLE) 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 Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential winners will be notified via the email address entered on the registration form. If a potential winner is under thirteen (13) years of age, the parent/legal guardian of that potential winner will be sent an email (at the email address the potential winner entered at registration) and must accept the prize on the minor's behalf. The potential Sweepstakes Grand Prize winner (parent/legal guardian if winner is a minor in his/her 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. Potential winners of any Instant Win Game/Code Entry Instant Win Game *physical* prize (parent/legal guardian if winner is a minor in his/her state of residence) may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to

confirm eligibility and for purposes of prize fulfillment 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 or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 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. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed prizes valued at \$25.00 or less will not be awarded.

## 9. Prizes:

**Sweepstakes Prize:** ONE (1) GRAND PRIZE: Winner will receive one (1) Nintendo Mystery Prize Pack. Approximate Retail Value ("ARV"): \$1,000.00. Odds of winning the Sweepstakes Prize depends on the number of eligible entries received during the Instant Win and Sweepstakes Phase. Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes and Instant Win Game Phase.

**Instant Win Game Prizes:** THREE HUNDRED (300) FIRST PRIZES: Each winner will receive one (1) pair of Joy-Con controllers. ARV: \$79.99. THREE HUNDRED (300) SECOND PRIZES: Each winner's choice of one (1) download code for digital Nintendo Switch games from a list provided by Sponsor. ARV: \$59.99. THREE HUNDRED (300) THIRD PRIZES: Each winner will receive one (1) Nintendo Switch carrying case. ARV: \$14.99. Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes and Instant Win Game Phase.

TOTAL ARV OF THE SWEEPSTAKES GRAND PRIZE AND ALL INSTANT WIN GAME PRIZES: \$46,491.00.

**Code Entry Instant Win Game Prizes:** SEVEN HUNDRED FIFTY (750) FOURTH PRIZES: Each winner will receive one (1) Nintendo Switch system; winner's choice of two (2) download codes for digital Nintendo Switch content from a list provided by Sponsor and one (1) digital code redeemable for five thousand (5,000) My Nintendo Gold Points. My Nintendo Gold Points can be redeemed at [www.mynintendo.com](http://www.mynintendo.com). A free Nintendo Account is required to receive and redeem My Nintendo Gold Points. By creating a Nintendo Account, user will be automatically enrolled in the My Nintendo Rewards Program. My Nintendo Rewards Program Terms of Service apply [https://accounts.nintendo.com/term\\_point](https://accounts.nintendo.com/term_point). Points must be redeemed no later than March 31, 2022. Once added to user's Nintendo Account, My Nintendo Gold Points expire within six (6) months. ARV: \$469.97. Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion Period.

TOTAL ARV OF ALL CODE ENTRY INSTANT WIN GAME PRIZES: \$352,477.50.

**For All Prizes:** The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. 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 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) Sweepstakes Grand Prize, one (1) Instant Win Game Prize and one (1) Code Entry Instant Win Game Prize per person. TOTAL ARV OF ALL PRIZES: \$399,968.50.

**10. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Nintendo of America Inc., 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 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, worldwide, without further payment or consideration.

**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 Sweepstakes, Instant Win Game or Code Entry Instant Win Game, 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, Instant Win Game or Code Entry Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. 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 Sweepstakes, Instant Win Game or Code Entry Instant Win Game 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, Instant Win Game or Code Entry Instant Win Game 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) 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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; 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, Instant Win Game play or Code Entry 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 for child-directed sites: <http://www.kraftheinzcompany.com/NewPrivacyPolicy.html>.

**16. Winner List:** For a winner list, visit <https://bit.ly/2SOaIVa>. The winner list will be posted after winner confirmation is complete.

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