

**KRAFT HEINZ HOLIDAY RECIPE UPLOAD CONTEST
OFFICIAL RULES**

THIS CONTEST IS DESIGNED AS A SKILL CONTEST. CHANCE PLAYS NO ROLE IN THE DETERMINATION OF WINNERS. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

EXCEPT FOR THE MARKS OF THE SPONSOR, ENTRY MUST NOT CONTAIN ANY THIRD-PARTY TRADEMARKS, LOGOS, TRADE DRESS OR PROMOTION OF ANY BRAND, PRODUCT, OR SERVICE.

The "Kraft Heinz Holiday Recipe Upload Contest" (the "Contest") is organized by Kraft Heinz Canada ULC. (the "Contest Organizer"). The Contest Organizer's address is 95 Moatfield Dr, Toronto, Ontario, M3B 3L6. The Contest Organizer is responsible for the Contest, its organization and the Contest Rules (collectively the "**Rules**").

1. ELIGIBILITY: The Contest begins on October 19, 2022 at 12:01 a.m. Eastern Time ("ET") and ends on December 28, 2022 at 11:59 p.m. Eastern Standard Time ("EST") ("Contest Period"). The time shall be determined by Contest Organizer's timekeeping systems, and Contest Organizer may also rely on the time processing functions of third parties. Contest Organizer shall have the sole discretion in determining the timeliness of any action or inaction related to this Contest.

The Contest is only open to Entrants who:

- (1) are legal residents of, and physically located within Canada (the "Eligibility Area");
- (2) have reached the legal age of majority in their respective province or territory of residence as of the time of Entry;
- (3) agree to be bound by the terms of these Rules; and
- (4) submit a valid Entry (as defined below) (each, an "Entrant", or "you").

The Contest is not open to Entrants who:

- (a) are employees, shareholders, subsidiaries, affiliates, officers, directors, agents and representatives of Contest Organizer or any entity which is involved in any aspect of the creation, production, operation, execution or fulfilment of the Contest (such entities, the "Contest Organizer Affiliates");
- (b) are immediate family members (defined as parents, children, siblings, domestic partner, husband, or wife) or household members (defined as those people who share the same residence of such Entrant at least three (3) months a year) of such individuals listed in clause (1) above;
- (c) are prohibited by applicable law from entering the Promotion; or
- (d) do not meet any of the eligibility requirements set forth above.

VOID OUTSIDE THE ELIGIBILITY AREA OR WHERE PROHIBITED OR RESTRICTED BY LAW.

2. TO ENTER: To enter the Contest, complete the following steps during the Contest period:

- (1) Visit <https://GiftOfDelicious.ca> (the "Contest Site"), where you will be required to complete an entry form, including providing the answer to a mathematical skill-testing question (which you must answer correctly without any mechanical, electronic or other assistance). Follow all posted instructions to complete the entry form.
- (2) Take one (1) original photo of a prepared food dish featuring one (1) or more Kraft Heinz products.
- (3) Upload your photo entry to the Contest Site. Each such completed and validly submitted entry including the photograph of an original prepared food dish, an "Entry"

All Entries must be received by **December 28, 2022 at 11:59 p.m. EST.**

Limit of one (1) entry per person.

Contest Organizer is not responsible for lost, late, misdirected entries or entries not received regardless of cause. In the event of a dispute over who submitted an Entry, the Entry will be deemed to have been directly submitted by the authorized account holder of the relevant account used to enter the Contest. The authorized account holder is deemed to be the natural person who is assigned to the account by the relevant entity responsible for assigning those accounts. By entering and/or participating, Entrants agree to be bound by these Official Rules and Contest Organizer's website Terms of Use Privacy Policy as set forth in these Official Rules.

3. REQUIRED REPRESENTATIONS AND WARRANTIES: You must meet all the following as applicable to your Entry. Failure to do so may result in your disqualification.

By entering, you represent and warrant regarding your Entry:

(1) It is your own original work, or you must have all the rights necessary to post or re-post the content. Each Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party. For all video Entries, please note that the video must be solely your own work, including but not limited to, the actual filming, editing, graphic design, etc. of the video.

(2) Your Entry cannot have been selected as a winner in any other contest;

(3) You have the express written consent of any identifiable persons appearing or referenced in your Entry or Entries to their Persona (as defined below) being used in the ways set out in these Official Rules, including Contest Organizer's right to use your Entry or Entries for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Contest Organizer in the form identified by Contest Organizer.

(4) No person appearing in any Entry is under the legal age of majority in their respective province or territory of residence.

(5) Except for the marks of the Contest Organizer (addressed below), the Entry does not reference any person other than Entrant, or any names, products or services of any company or entity or any third-party trademarks, logos, copyrights, trade dress or promotion of any brand, product, or service. Contest Organizer grants you the limited permission to use its marks in your Entry solely for purposes of entering. You shall immediately cease any and all use of the Contest Organizer marks upon expiration or termination of this Contest.

(6) Your Entry is appropriate for public viewing. Without limiting the foregoing, your Entry is not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise contain content which Contest Organizer in its sole discretion decides is inappropriate or objectionable, including without limitation communicating messages that may reflect negatively on the goodwill of Contest Organizer. Your Entry or Entries must also not disparage or cast a negative light on any person, entity, or brand, product, or service.

Contest Organizer reserves the right in its sole and absolute discretion to not consider any Entry for the Contest if it believes the Entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. Entrant agrees to reimburse Contest Organizer in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Contest Organizer hereunder. By entering, you warrant that your Entry or Entries comply with the requirements set out above including those at (1) – (6) above. By entering, you will and hereby do grant to Contest Organizer a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Contest Organizer and its licensees or

assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Contest Organizer.

By submitting your Entry you also grant to Contest Organizer the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry and/or image (all attributes, collectively, per person, a "Persona") for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

4. WINNER SELECTION; NOTIFICATION:

On January 6, 2023, a panel of qualified judges selected in Contest Organizer's sole discretion (the "Panel") will select potential prize winners from among the eligible Entries received in accordance with these Official Rules and based on the following judging criteria ("Judging Criteria"), weighted in Contest Organizer's sole discretion: (a) creativity, inspiration & originality of the food dish; (b) appearance/presentation, (c) overall appeal; and (d) clarity of ingredient list and recipe directions.

The selected winner is subject to verification of eligibility and compliance with these Rules. **Limit one (1) Prize per person and per household.**

For the abundance of caution it is hereby clarified that the Panel may review multiple Entries that submit similar Entries; in such a case, the Panel may consider the timing of such Entries in making its decision but will not be bound to designate as a potential winner the first submission of such similar Entries. The selected winner is subject to verification of eligibility and compliance with these Official Rules.

If Contest Organizer does not receive a sufficient number of Entries meeting the Entry requirements, Contest Organizer may, at our discretion, select fewer winners than the number of Prizes described below.

Potential winner(s) will be notified via the contact information provided during entry no more than 15 days following judging with prize claim instructions, including submission deadlines. If potential winners do not respond to the notification within a timely manner, as determined solely by Contest Organizer, Contest Organizer may conduct additional random drawings to select additional potential winners. Potential winners must respond to the notification message and provide all requested information within forty-eight (48) hours of the first contact or attempted contact from Contest Organizer. Contest Organizer may require winner(s) to complete, sign, and return a Declaration and Release Form and other applicable documents (collectively, the "Forms"). All required documents must be completed and returned to Contest Organizer within two (2) days of the date and time listed on the documents. If a potential winner cannot be contacted, is disqualified, or fails to timely execute and return any required forms, an alternate winner may be selected from among the remaining eligible Entries. Only three alternate winners will be selected, after which unclaimed prizes will remain unawarded.

TO BE ELIGIBLE TO BE DECLARED THE WINNER, AND AS DIRECTED BY SPONSOR, YOU MUST LICENSE ALL INTELLECTUAL PROPERTY RIGHTS THAT YOU DO OR MAY HAVE IN THE ENTRY TO SPONSOR. BY ENTERING POTENTIAL WINNER EXPRESSLY AGREES TO COMPLETE ALL PAPERWORK REQUIRED TO COMPLETE THIS TRANSFER (THE "INTELLECTUAL PROPERTY LICENSE") BEFORE HE OR SHE WILL BE PERMITTED TO CLAIM ANY PART OF THE PRIZE OR BE DECLARED THE WINNER.

5. PRIZES; PRIZE TERMS:

There are Thirty (30) Prizes that are available to be won, comprising of the following:

- A. Grand Prize.** One (1) Grand Prize comprising of one (1) Five Thousand Canadian Dollar (CAD\$ 5,000) cheque (a "Grand Prize") is available to be won.

The estimated Approximate Retail Value ("ARV") of the Grand Prize is \$5,000.

- B. Secondary Prizes.** Twenty Nine (29) secondary prizes (each, a "Secondary Prize") are available to be won, each Secondary Prize comprising of one (1) Two Hundred and Fifty Canadian Dollar (CAD\$250) Walmart eGift Card.

The ARV of each Secondary Prize is \$250. ARV of all Secondary Prizes is \$7,250.

The ARV of the Grand Prize and the Secondary Prizes (each, a "Prize" and collectively, the "Prizes") is **CAD\$12,250**. The ARV is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit **one (1) Prize per person and per household**.

All Prizes are awarded "AS IS." Neither Contest Organizer nor Contest Organizer Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability, and fitness for a particular purpose) in connection with this Contest or any Prize. No issuer of any offered Prize is sponsoring this Contest. Prize details and availability are subject to change, in which case a Prize of equal value may be substituted at Contest Organizer's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Contest Organizer's sole discretion. Contest Organizer will determine all Prize details in its sole discretion.

No more than the advertised number of Prizes shall be awarded. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the Thirty (30) Prizes available as set forth in these Official Rules, the Winner of the applicable Prizes may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances.

The Prizes are subject to certain terms and conditions as specified herein, including the following:

Secondary Prize: Issued by Wal-Mart Canada Corp. Balance Inquiries: 1-888-537-5503. Card only valid for purchases at Walmart Canada (excludes licensees), walmart.ca and Marketplace. Cannot be returned or redeemed for cash, unless required by law. With receipt, Walmart will issue a replacement card with any balance remaining on the lost or stolen card at the time of replacement. Card balance cannot be applied towards credit card balances. Returns of merchandise purchased with a with a card will be credited to a card only. Walmart reserves the right to cancel card if obtained illegally (including through fraud).

A Prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Contest Organizer's sole discretion. Prize details and availability are subject to change. Contest Organizer is not the supplier or guarantor of any Prize, unless otherwise specified. Prizing may be fulfilled by a third-party fulfillment agency. Prizes will only be awarded if properly claimed according to the Rules. All costs and expenses related to the Prize(s) acceptance, the Prize(s), and/or Prize(s) use not specified herein as being provided are the sole responsibility of winner(s).

6. ODDS: Odds of winning depend on the number of eligible Entries received and application of the Judging Criteria.

7. PUBLICITY & MARKETING: Submission of an Entry in the Contest constitutes permission, but not the obligation, to the Contest Organizer to use Entry and Entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law.

8. NO LIABILITY & INDEMNIFICATION: By entering this Contest, you agree to release, discharge and hold harmless Contest Organizer, Contest Organizer Affiliates, and their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the

Contest; any non-compliance by you with these Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Contest; acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; any malfunction, error or other problem arising in connection with the collection, processing, or retention of Entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Contest.

If Contest Organizer's use of your Entry causes Contest Organizer to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your Entry.

9. GENERAL CONDITIONS:

The Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Organizer with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANY PERSON FOUND TO BE IN VIOLATION OF THE LETTER AND SPIRIT OF THESE RULES BY THE CONTEST ORGANIZER, FOR ANY REASON WHATSOEVER, MAY BE DISQUALIFIED AT ANY TIME, AT THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST ORGANIZER.

The Released Parties disclaim all liability for: (i) any failure of any website and/or platform during the Contest; (ii) any technical malfunctions or other problems of any kind, including, but not limited to, those affecting telephone network or lines, computer online systems, servers, access providers, computer hardware or software (iii) any Entry, Request or other information which is not received, captured or stored, for any reason, including but not limited to technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an Entrant's or any other person's computer or other property related to or resulting from participation in this Contest; (v) incorrect and/or erroneous designation of a selected winner or Entrant; and/or (vi) any combination of the foregoing

Further, Released Parties are not responsible for electronic communications that are undeliverable due to any form of active or passive filtering of any kind, or due to insufficient space in Participant's email account preventing Participant from receiving emails.

The Released Parties are not responsible for incorrect or inaccurate information, whether caused by an Entrant or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the transmission, receipt, or processing of codes.

Winners acknowledge that upon acceptance of a Prize, performance of Prize obligations becomes the sole and exclusive responsibility of the designated service provider(s) for those portions not originating with Contest Organizer, if any.

The Contest is in no way sponsored, endorsed, administered, or associated with Walmart. Information is provided to the Contest Organizer and not to Walmart. Questions, comments, or complaints regarding the Contest should therefore be directed to the Contest Organizer and not to Walmart.

The Contest Organizer reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, modify or suspend this Contest (or to amend these Contest Rules) in any way if any cause beyond the control of the Contest Organizer, including without limitation, pandemic, acts of God, public enemies, wars, civil strife, fire, flood, explosion, labour dispute or strike, or any other act or order of any governmental authority, should corrupt or interfere with the proper conduct of this Contest as contemplated by these Rules, including, but not limited to, any error, computer virus or bug, tampering, unauthorized intervention, fraud or malfunction of any kind. Any attempt to undermine the legitimate operation of this Contest in any way (in the sole and absolute discretion of the Contest Organizer) may be a violation of criminal and civil laws. Should such an attempt be made, the Contest Organizer reserves the right to seek damages to the fullest extent permitted by law. The Contest Organizer reserves the right, subject only to the approval of the Régie in Quebec, to cancel, modify or suspend this Contest, or to amend these Rules in any way, without notice or obligation, in the event of an accident, printing error, clerical error or any other error whatsoever, or for any other reason.

The Contest Organizer reserves the right, in its sole and absolute discretion, to administer an alternate skill-testing procedure, as it deems appropriate in the circumstances, or in order to comply with applicable law.

The Contest Organizer reserves the right, subject only to the approval of the Régie in Quebec, to change the dates, deadlines and/or other mechanics of the Contest as set out in these Contest Rules, to the extent deemed necessary by the Contest Organizer, in order to verify that an Entrant, an Entry Application and/or other information comply with these Rules, or due to technical or other problems or circumstances which, in the opinion of the Contest Organizer, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

Any decision by the Contest Organizer with respect to any aspect of this Contest, including but not limited to the eligibility and disqualification of Forms, will be final and binding, subject to any decision of the Régie.

By entering this Contest, all Participants explicitly consent to the Contest Organizer, its agents and/or representatives, recording, sharing and using the personal information provided solely for the purpose of administering the Contest and in accordance with the Contest Organizer's privacy policy (available at: [Privacy Policy | Kraft Canada Cooking](#))

This section does not limit any other consent an individual may give to the Contest Organizer or others with respect to the collection, use and/or disclosure of his/her personal information.

The Forms are the sole property of the Contest Organizer and will not be returned to Entrants at any time.

The Contest Organizer is the sole owner of the promotional materials and products of the Contest and of the intellectual property rights related thereto, and nothing in these Rules shall be construed as conferring any rights whatsoever on the Entrants in this regard.

Except as provided in these Rules, no communications or correspondence will be entered into with Entrants, except with Prize winners.

For the purposes of these Rules, the Entrant is the person whose name appears on the Entry Form and, subject to the terms hereof, it is to this person that the Prize will be awarded if declared a winner.

In the event of any inconsistency or discrepancy between the terms and conditions of the English version of these Rules and the statements or other representations contained in any material relating to the Contest, including but not limited to the French version of these Rules, point-of-sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by a representative of the Contest Organizer, the terms and conditions of the English version of these Rules will prevail, govern and control to the fullest extent permitted by law.

The use of the masculine gender in these Rules is for convenience only and applies to all genders.

The invalidity or unenforceability of any provision of this by-law shall not affect the validity or enforceability of any remaining provisions. If any provision is held to be invalid or otherwise unenforceable or illegal, this by-law shall remain in full force and effect and shall be construed in accordance with its remaining provisions as if the invalid or illegal provision were not included.

QUEBEC RESIDENTS ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

Subject to the provisions of the preceding paragraph regarding any matter within the jurisdiction of the Régie des alcools, des courses et des jeux, du Québec as a condition of entry in this Contest, each Participant agrees that any and all disputes which cannot be resolved between the parties, and any and all causes of action arising out of or related to this Contest, shall be resolved on a case-by-case basis, without resort to any form of class action, and exclusively before a court of competent jurisdiction in Toronto, Ontario, which court shall apply the laws in force in the province of Ontario.

Subject to the provisions of the preceding paragraph regarding matters that fall under the jurisdiction of the Régie, to the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity,

interpretation and enforceability of these Rules or the rights and obligations of Participants, the Contest Organizer or the other Released Parties in connection with this Contest shall be governed by and construed before a competent court in Toronto, Ontario which court must apply the laws in force in the province of Ontario, without giving effect to any choice of law or conflict of law rules or provisions that might require the application of any other jurisdiction's laws.

Decisions of Contest Organizer on all matters related to the Contest are final and binding. Contest Organizer reserves the right to cancel or modify the Contest for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Contest Organizer, in its sole discretion. Contest Organizer reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

Contest Organizer reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected; if the individual fails to comply with any requirement of participation or with any provision in these Official Rules; if the individual's behavior or communication at any point is disruptive, may or does cause damage or to any person, property, or reputation of Contest Organizer, or is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in Contest Organizer's sole discretion.

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

Sweepstakes Winners List: For the names of the winners (available approximately two (2) weeks after the applicable Judging date) send an email with the Subject Line "KRAFT HEINZ HOLIDAY RECIPE UPLOAD CONTEST" to help@GiftOfDelicious.ca by January 20, 2023.