

Heinz Saucemercia Operator Sweepstakes

Official Rules

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

1. Eligibility: Heinz Saucemercia Operator Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the 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) at the time of entry and a duly authorized representative of; (i) a single standalone restaurant; (ii) a series of standalone restaurants as a franchise having the same brand name under the same majority ownership; or (iii) two or more standalone restaurant franchises under different brand names but under the same majority ownership (each, a "Restaurant Operator") or the authorized representative of any Other Operator that does not qualify as a Restaurant Operator (above) such as, by example only, any distributor, a group purchasing organization, office cafeteria, theatre, a hospital, a theme park. Restaurant Operator and Other Operators are collectively referred to as "Operators".

Employees of Kraft Heinz Foods Company, Merkle Inc., and 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. The Sweepstakes 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential winning Operator's eligibility and compliance with these Official Rules. Due to the nature of the prize offered, if a background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified.

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 Sweepstakes begins on June 1, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on August 31, 2023 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, there are two (2) ways to enter the Sweepstakes, as outlined below:

- a. Invoice and Image Upload:** During the Promotion Period, make purchase of any Heinz item(s) listed in the Appendix ("Qualifying Purchase"). **See Appendix for a list of Qualifying Purchases.** Be sure to keep your invoice. Online purchases are not eligible. Invoices cannot be given away, bartered, auctioned, sold, or traded and all such invoices may be void. Participation in the Sweepstakes by individuals who do so may be terminated at Sponsor's discretion. Take an image of your entire invoice. The invoice image must be clear and legible, and display all of the following: the purchase date and time, and the Qualifying Purchase(s), the price of the Qualifying Purchase(s) and total amount spent. Next, take an image that displays how your establishment is promoting the Consumer Saucemercia program. Images must not be larger than 5MB and may only be one of the following file types: .gif, .png, .jpg, or .pdf. Then, visit www.Saucemercia.com/Operator and follow the links and instructions to complete and submit the registration form including your full name, a valid email address, the Operator business name address, phone number, and number of locations. You will also be asked whether you are a Restaurant Operator or an Other Operator. Follow the links and instructions to upload your two (2) images (one for the invoice and one for how you are promoting the Consumer Saucemercia

program). Each invoice can only be uploaded once. You will receive one (1) Sweepstakes entry into the respective Operator prize pool you identified on the registration form.

- b. Mail-in Alternate Method:** To enter without making a purchase, print your name, address, day and evening phone numbers, email address, and date of birth, restaurant name, the number of locations, your position, and whether you are a Restaurant Operator or an Other Operator on a piece of paper and mail it in an envelope with proper postage to "Heinz Saucemercia Operator Sweepstakes," c/o Merkle Inc., P.O. Box 5021, Department 857151, Kalamazoo, MI 49003-5021. You will receive one (1) Sweepstakes entry into the respective Operator prize pool you identified on your mail-in entry. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by August 31, 2023 and received by September 8, 2023. 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: An Operator may enter only one (1) time during the Promotion Period, regardless of method of entry. 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. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

5. Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received for each respective Operator prize pool during the Promotion Period, on or around September 15, 2023. The potential winners will be notified by email, mail or phone. To accept a Grand Prize, an authorized representative of each potential winning Operator will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration"), including consent to agree to a confidential background check 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 winning Operator cannot be contacted, fails to execute and return the Declaration or provide any other requested information, within the required time period, or does not comply with these Official Rules in any way, or if an entrant or Operator is deemed ineligible for any reason, the applicable Grand Prize will be forfeited. If the background check reveals that a potential winning Operator has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential winner. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prizes: FORTY (40) GRAND PRIZES (twenty (20) awarded to Restaurant Operators and twenty (20) awarded to Other Operators): A \$10,000.00 check awarded to the applicable Grand Prize winners. 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. Odds of winning a prize depend on the number of eligible entries received for each respective Operator prize pool during the Promotion Period. Limit: one (1) prize per Operator.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective 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 Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes 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, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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, 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 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 Sweepstakes 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 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.

10. 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is 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 the 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.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 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 Sweepstakes, 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 Sweepstakes, 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.

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

13. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

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Appendix A: Qualifying Purchases

SKU	Description
130009836500	HEINZ KET RAL/CHKR SS1500 9GM
130009827000	HEINZ KETCHUP ARBYS SS 1500 9GM
130005551500	HEINZ KETCHUP SS CKE REST1500 9GM
130009808000	HEINZ KETCHUP SS KRYSTAL 1500 9GM
130000137700	HNZ KETCHUP SINGLE SERVE 5 GUYS 9G(1000)
130009906000	HNZ SSK WIENERSCHNITZEL 1500 9GM
130005430200	HNZ KETCHUP SINGLE SERVE YUM 1500 9
130009886100	HEINZ KETCHUP SS ARAMARK 500 9GM
130005211200	HEINZ KETCHUP SS 7/11200 9GM
130005430400	HNZ KET CHURCH CHX SS1000 7GM
6752583299500	9GR Simp Hnz Ket SS BK 1500
130005323200	HNZ MAYONNAISE SS 7/11 200 12GM
130005319000	HNZ SONIC MILD MUST SS D/L 1000 .2O
130005320300	HEINZ MUSTARD 7-11 SS200 0.2OZ
130007172000	HNZ ARAM YEL MUST SS D/L 500 .2OZ
130006305000	HNZ CLB YELLOW MUST SS 500 .2OZ
130000124100	9GR HNZ CLB TOMATO KETCHUP 500CT
130005560000	9G HNZ KET SMPHNZ SS 1000
130000124100	9GR HNZ CLB TOMATO KETCHUP 500CT
130009848000	HEINZ KETCHUP SINGLE SERVE 1000 9GM
130005134000	HEINZ KETCHUP SINGLE SERVE 1500 9GM
130009832000	HEINZ KETCHUP SINGLE SERVE 200 9GM
130009801000	HEINZ KETCHUP SINGLE SERVE 500 9GM
130009849000	HNZ KETCHUP SINGLE SERVE 1000 7GM
130005121500	HEINZ KETCHUP SINGLE SERVE 750 7GM
130005338000	HNZ BARBECUE SAUCE SS200 12GM
130005314000	HNZ REAL MAYONNAISE SS500 12GM
130005317000	HNZ REAL MAYONNAISE SS200 12GM
130006305000	HNZ CLB YELLOW MUST SS 500 .2OZ
130005305000	HNZ YELLOW MUSTARD SS500 .2OZ
130005306000	HNZ YELLOW MUSTARD SS200 .2OZ
130005307000	HNZ YELLOW MUSTARD SS1000 .2OZ
130005331000	HNZ RANCH DRESSING SS200 12GM
130005313000	HNZ TARTAR SAUCE SS500 12GM
130005316000	HEINZ TARTAR SAUCE SS200 12GM