

## **Heinz 150 Operator Giveaway**

### **OFFICIAL CONTEST RULES**

**1) WELCOME:** The Heinz 150 Operator Giveaway (the “**Contest**”) is sponsored and administered by Kraft Heinz Foodservice Canada ULC, 95 Moatfield Drive, Toronto, ON M3B 3L6 (the “**Sponsor**”).

**2) CONTEST PERIOD:** The Contest begins August 1, 2019 at 12:00pm (Noon) (EDT) and ends August 31, 2019 at 11:59pm (EDT) (“**Contest Period**”).

**3) ELIGIBILITY:** To enter, you must: (i) be a legal resident of Canada, (ii) who has reached the age of majority in the province or territory in which they reside as of their date of entry in the Contest Period, (iii) a restaurant operator with less than five restaurant locations, and (iv) a current customer of Kraft Heinz Foodservice Canada (“**Entrant**” or “**Entrants**”).

The Contest is not open to:

(a) employees, officers and directors of the Sponsor and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies, (collectively, “**Promotion Parties**”), representatives or agents, as applicable; and,

(b) the immediate family members (regardless of where they live) of a person excluded under (a) or anyone domiciled with a person excluded under (a) (whether related to that person or not). For the purposes of these Official Contest Rules, “immediate family” includes husband, wife, spouse, partner, mother, father, brothers, sisters, sons, and/or daughters.

#### **4) HOW TO ENTER: NO PURCHASE NECESSARY.**

(a) **REGULAR ENTRY:** To enter an Entrant must:

- (i) Provide proof of purchase of any Foodservice Ketchup SKUs within the last three (3) months;
- (ii) Log on to <http://www.kraftheinzfoodservice.ca/en-ca/kraft-works-benefits/offers>;
- (iii) Download the contest form, and
- (iv) Email the contest form to [Heinz150Touchdown@epiinc.com](mailto:Heinz150Touchdown@epiinc.com) with proof of a purchase.

Once emailed, you will be entered into the Contest (one “**Regular Entry**”).

- (b) ALTERNATIVE ENTRY:** To enter without purchase, an Entrant must request an Entry by mail. On a plain piece of paper clearly print your full name, full operator address including postal code, daytime phone number, age and include an original, hand-written essay no more than three hundred (300) words, no less than one hundred (100) words, answering the following question: Explain to us what the Heinz difference means to you and why you choose to serve Heinz Ketchup at your restaurant(s)? Send along with (i) proof of purchase of any Foodservice Ketchup SKUs within the last three (3) months and (ii) a self-addressed, stamped envelope and mail it with sufficient postage to: 1690 Huron Church Road, #319, Windsor, ON N9C 2L1. Limit of one (1) alternative entry request per envelope. Envelope must be post-marked during the Contest Period and received by no later than August 21, 2019 (“**Alternative Entries**”).

Unless specified, for the remainder of the Official Contest Rules, Regular Entries and Alternative Entries shall be commonly and interchangeably referred to as “**Entry**” or “**Entries**”.

**5) ENTRY LIMITS:** Limit one (1) Entry per Entrant, regardless of method of entry.

**6) HOW TO WIN:** One (1) random draw will be conducted by the Sponsor at approximately 12:00pm (EDT) on September 2, 2019 (“**Grand Prize Draw Date**”), in Southfield, MI from all eligible Entries received within the Contest Period (“**Potential Grand Prize Winner**”).

**7) HOW TO CLAIM A PRIZE:** The Potential Grand Prize Winner shall be notified by email or phone call within one (1) business day of the Grand Prize Draw Date (“**Notification**”). If a Potential Grand Prize Winner cannot be contacted within three (3) business days of the Notification date, at Sponsor’s election another Entrant may be selected.

Upon Notification, the Potential Grand Prize Winner will have five (5) business days to: correctly answer a time-limited mathematical skill-testing question without assistance, or mechanical or electronic aid, and agree and submit a Declaration and Release form (“**Declaration**”) confirming, among other things, compliance with the Official Contest Rules and acceptance of the prize as awarded (“**Grand Prize Winner**”). The Guest of the Grand Prize Winner will also be required to sign a Declaration.

The Sponsor, in its sole discretion, reserves the right to select another Entrant should a selected Entrant fail to do the aforementioned or if found ineligible for any reason.

**8) ODDS:** The odds of winning depend upon the number of eligible Entries received during the Contest Period.

**9) PRIZE & APPROXIMATE RETAIL VALUES (ARVs):** There is one (1) “Grand Prize” available to be won, which consists of:

- (i) Two (2) Club tickets, for the Grand Prize Winner and one (1) guest (“**Guest**”), to attend a Pittsburgh Steelers game at Heinz Field in Pittsburgh on September 30<sup>th</sup>, 2019 versus the Cincinnati Bengals (“**Game**”) (approx. value US\$400.00);
- (ii) One (1) round-trip flight (coach class) for the Grand Prize Winner and the Guest, to be used exclusively for the purpose of attending the Game (“**Flights**”) (approx. value US\$2,150.00, including travel agency fees). Flights shall depart from the major Canadian airport nearest to the Grand Prize Winner’s residence, as selected by Sponsor;
- (iii) A maximum of three (3) nights’ accommodation for Grand Prize Winner and the Guest in a standard hotel selected by Sponsor (one room, double occupancy) for the sole purpose of attending the Game (“**Hotel**”) (approx. value US\$900.00); and
- (iv) Transportation to and from the destination airport and the Hotel, as well as from Grand Prize Winner’s home and the airport (“**Transportation**”) (approx. value US\$500.00).

The total ARV of the Grand Prize, based on sample cross-continental flights for Grand Prize Winner and Guest is three thousand nine hundred and fifty US dollars (US\$3,950.00). The actual value of the Grand Prize will vary depending on point of departure, airfare fluctuations, and supplier estimates. See **Rule 10 – GRAND PRIZE CONDITIONS AND EXCLUSIONS** for more information.

**10) GRAND PRIZE CONDITIONS AND EXCLUSIONS:**

The Grand Prize Winner and Guest must travel on the same itinerary for the Grand Prize.

If the Guest of the Grand Prize Winner is a minor in the province or territory where he/she resides, and where the Grand Prize Winner is not the parent/legal guardian of said minor, the minor’s parent(s)/legal guardian(s) must provide written consent as required by the Sponsor to permit the minor to travel as a Guest of the Grand Prize Winner.

If a Grand Prize Winner cannot travel for any reason whatsoever, including, but not limited to: inadequate travel documentation, inability to travel within the specified travel times provided, inability to travel due to health reasons, etc., at the Sponsor’s discretion, another eligible Entrant may be selected.

The Grand Prize Winner and Guest are responsible for all other expenses not specified herein, including but not limited to: travel and medical insurance, baggage check, gratuities, meals and transportation costs not specified or provided in the Grand Prize, telephone calls, in-room charges, applicable taxes (including Airport Improvement Taxes, if collected at the time of departure), incidentals, and any and all other expenses not specified in the description of the Grand Prize.

The Grand Prize Winner should have a valid major credit card to present to the Hotel upon check-in and will be held solely responsible for any damages caused to the Hotel room provided, including physical or material damages, as well as infractions involving smoking. Grand Prize Winner and Guest will also be solely responsible for any and all additional charges incurred, including but not limited to food, beverage, and in-room entertainment. Grand Prize Winner and Guest must comply with any Hotel requirements and rules. The Grand Prize Winner and Guest are responsible for ensuring that all travel papers (passports, visas, etc., if applicable) are in good order, and are valid prior to and for the entire duration of the Grand Prize.

Travel and accommodation arrangements are at the sole discretion of the Sponsor. Absolutely no changes to travel dates or passenger names are permitted once the booking has been made and the Grand Prize Winner has submitted the name of the Guest and all related booking information to Sponsor.

Resale of any game/event tickets is strictly prohibited. The Grand Prize Winner and Guest must abide by all venue policies and game/event ticket terms and conditions. Sponsor reserves the right to revoke the full or partial Grand Prize from Grand Prize Winner or Guest who Sponsor or venue personnel in their sole discretion deem may be: (a) intoxicated; (b) a safety risk; (c) in violation of any venue policy or law; or, (d) bringing the Sponsor into disrepute. Sponsor is not responsible if the Game is cancelled or postponed for whatever reason. Specifically, if the Game does not occur as scheduled for any reason whatsoever, the Sponsor reserves the right to substitute the Grand Prize with an alternative Grand Prize of equal or greater value.

**11) PRIZE SUBSTITUTION:** Unless otherwise mentioned in these Official Contest Rules, all prizes available in this Contest are, from now on, collectively referred to as the “**Prize**” or “**Prizes**”, and all respective winners are collectively referred to as “**Winner**” or “**Winners**”. All Prizes available in this Contest must be accepted as awarded. No substitutions or transfers of Prize by any Winner is permitted. Sponsor reserves the right, in its sole discretion, in the event that a Prize or any component of any Prize cannot be awarded as described for any reason, to substitute or modify the Prize or component with (a) prize(s) of equal or greater value, without liability.

The Winners and Guest are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any. If the Winner elects to travel through other means not specified herein, no additional compensation will be awarded.

**12) ENTRY CONDITIONS AND VERIFICATION:** All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

Any attempt by any Entrant, to participate or submit an Entry in any method, or has entered or participated in any fashion not sanctioned by the Official Contest Rules will void that individual's Entry and eligibility to win a Prize and the Entrant may be disqualified from the Contest, at the sole discretion of the Sponsor.

Any Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means (including, but not limited to, robots or phishing scams), or do not conform to or satisfy any condition of the Official Contest Rules may be disqualified by the Sponsor. Proof of submission does not constitute proof of receipt. Entries that are not fully completed and submitted during the Contest Period will be rejected (in the sole and absolute discretion of the Sponsor). The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, damaged, stolen, incomplete, or incompatible Entries. Entries become property of Sponsor and will not be acknowledged or returned.

**13) LIMITATION OF LIABILITY:** By entering the Contest, Entrants accept and agree to these Official Contest Rules and the decisions of Sponsor, which shall be final in all matters. Releasees (as defined below) are not responsible for lost or late Entries, the Declaration, or for any typographical or other error in the printing of the offer, failure of the Contest website, administration of the Contest, or announcement of any Prize, or for technical, hardware, or software malfunctions, computer virus, bugs, tampering, unauthorized intervention, fraud, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest, or by any human error which may occur in the processing of the Entries in this Contest, or any other cause beyond the reasonable control of Sponsor that interferes with the proper conduct of the Contest as contemplated by these Official Contest Rules.

The Sponsor extends absolutely no representations or warranties in respect of a Prize and accept no liability arising in respect of such Prize or in the use thereof.

**14) RELEASES, WAIVERS, AND DISCLAIMERS:**

Unless otherwise required by applicable law, the Entrant agrees to the following releases, waivers and disclaimers:

**CONTEST RELEASE:** By entering the Contest, Entrants agree to forever release, discharge, and hold harmless, the Sponsor, Promotion Parties, their affiliates, subsidiaries, their advertising and promotional agencies and their respective directors, officers, employees, members, representatives, successors, assigns and agents, parent and related companies, licensors, licensees (the “**Releasees**”), from and against any and all damages, claims, injuries, death, loss and/or liability to person or property, due in whole or in part, whether directly or indirectly, by the entering and participation in the Contest, including any travel related thereto.

**PRIZE RELEASE:** If an Entrant wins a Prize and accepts the Prize, such acceptance shall mean full satisfaction of the entitlement as an Entrant and Winner in the Contest and the Entrant fully discharges and forever releases the Releasees, of and from any and all claims, demands, losses, damages, actions, or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors, or assigns may now or hereafter have against any of the Releasees in connection with the use, misuse, or otherwise of the Prize.

Entrant also acknowledges and agrees, without limiting the generality of the foregoing, that the Releasees are not responsible for any injury, accident, death, or dismemberment, or any other loss, damage or expense in connection with the participation in the Prize. Refusal to accept a Prize releases the Releasees of all responsibility and obligations toward the Entrant of such Prize.

In no event shall Sponsor be held to award more Prizes than what is mentioned in these Official Contest Rules or to award Prizes otherwise than in compliance with these Official Contest Rules.

**15) RIGHTS OF SPONSOR:** If, in the Sponsor’s opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of the Contest, the Sponsor reserves the right, with consent of the

*Régie des alcools, des courses et des jeux*, to modify, cancel, or suspend this Contest without prior notice or obligation.

Any attempt to deliberately damage any website or other component, or to otherwise undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

The Sponsor reserves the right to disqualify a person if he/she enters the Contest or tries to do so by any means contrary to these Official Contest Rules or which would be unfair to other Entrants or where Contest Entries are generated by any mechanical or automated means, including the supply of untruthful, inaccurate, or misleading details or information. Entry materials that have been tampered with, reproduced, falsified, or altered are automatically void. In the event a dispute arises as to the identity of an online potential Winner, Entries made by internet will be declared by the name on the associated online entry form.

All federal, provincial, and local laws and regulations apply. This Contest and the Official Contest Rules shall be governed by, and construed in accordance with, the laws of the Province of Ontario.

**16) PUBLICITY:** Entering this Contest and accepting a Prize (if applicable) constitutes permission for the Sponsor, and its agencies to use the Entrants', Winners' (and Guests'), as applicable, names, cities, and provinces/territories of residence, biographical information, Entry information, Prize information, video (including video footage of Grand Prize Winner and Guest at the Home Opening Game, as applicable), recording, voice, photograph, statements, and likenesses for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless otherwise prohibited by law.

**17) PRIVACY:** Sponsor respects Entrants' right to privacy. Personal information collected from Entrants (including but not limited to names, age, mailing addresses, telephone numbers, and email addresses) will only be used for the purpose of administering this Contest and conducting publicity about this Contest. By entering this Contest, Entrants consent to Sponsor's collection, use, and disclosure of their personal information for these purposes. For a copy of Kraft Heinz's Privacy Promise, please call 1-800-567-KRAFT or visit [www.kraftcanada.com/privacypromise](http://www.kraftcanada.com/privacypromise).

**18) PROVINCE OF QUEBEC:** Any litigation respecting the conduct or organization of the 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 in the Contest may be submitted to the *Régie* only for the purpose of helping the parties reach a fair settlement.

**19) LANGUAGE DISCREPANCY:** Unless otherwise required by applicable law, in the event of any discrepancy or inconsistency between the English language version and the French language version of the Official Contest Rules, as applicable, the English version shall prevail, govern, and control.

**20) TAX:** All federal, state, provincial/territorial, local, and other taxes on a Prize, if any, are the sole responsibility of the Winner.

**21) OFFICIAL CONTEST RULES:** These Official Contest Rules are available online at [www.kraftheinzfoodservice.ca/heinz150](http://www.kraftheinzfoodservice.ca/heinz150).