

**Planters Pick 'Em \$100k Challenge  
Official Rules**

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

**Overview:** The Planters Pick 'Em \$100k Challenge (the “Sweepstakes”) consists of a grand prize pool (the “Grand Prize Pool”) as well as a secondary prize pool (the “Secondary Prize Pool”). In order to participate in the Sweepstakes, you will be encouraged to make football-themed predictions based on the actual football outcomes of the following games: (a) the National Conference Championship Game which is scheduled to occur on January 24, 2021; (b) the American Conference Championship Game which is scheduled to occur on January 24, 2021; and (c) the Big Game which is scheduled to occur February 7, 2021 (each a “Game”). Date and times of Games may change. Please check the Sweepstakes website for any updates and changes that would effect this Sweepstakes. In order to receive your Sweepstakes entry into the Secondary Prize Pool, you simply need to register for the Sweepstakes. In order to receive your Sweepstakes entry/entries into the Grand Prize Pool, your prediction/predictions must correctly match the outcome of the applicable Game. See Sections 3, 4, 5 and 6 for complete details.

**1. Eligibility:** 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 of age or older (or nineteen (19) years of age or older for residents of Alabama and Nebraska) and Puerto Rico who are at least twenty-one (21) years of age or older at the time of entry. 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 and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**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 January 7, 2021 at 12:00 a.m. Eastern Time ("ET"), ends on February 7, 2021 at 12:00 p.m. ET (the "Promotion Period") and consists of two (2) phases (each a “Phase”), as set forth below:

<b>Phase</b>	<b>Start Date</b>	<b>End Date</b>
1 – Make Predictions for all Games	January 7, 2021 at 12:00 a.m. ET	January 24, 2021 at 12:00 p.m. ET
2 – Make Predictions for the Big Game Only	January 24, 2021 at 12:01 p.m. ET	February 7, 2021 at 12:00 p.m. ET

Administrator’s computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:**

- **The Secondary Prize Pool – Register for the Sweepstakes:** During the Promotion Period, visit [www.PlantersPickEm.com](http://www.PlantersPickEm.com) (“Website”) and follow the links and instructions to complete and submit the registration form including a valid email address. By doing so, you will receive one (1) Sweepstakes entry into the Secondary Prize Pool.
- **The Grand Prize Pool – Make a “Correct” Prediction:** During Phase 1, when prompted, make a prediction from the applicable match-up(s) (each a “Prediction”) for all Games; two (2) available Predictions for the National Conference Championship Game, two (2) available Predictions for

the American Conference Championship Game and eight (8) available Predictions for the Big Game. During Phase 2, *if you haven't already done so*, visit the Website and make your Prediction(s) for the Big Game only (eight (8) total available Predictions). After the conclusion of each Phase, Administrator will review each Game and for each Prediction that matches the actual outcome of the applicable Game, you will receive one (1) Sweepstakes entry into the Grand Prize Pool. Prior to the end of each Phase, you may modify any or all of your Predictions.

Limit: You may receive one (1) Sweepstakes entry into the Secondary Prize Pool during the Promotion Period. If you enter the Sweepstakes during Phase 1, you may receive up to twelve (12) Sweepstakes entries into the Grand Prize Pool during the Promotion Period, up to one (1) for each correct Prediction. If you enter the Sweepstakes during Phase 2, you may receive up to eight (8) Sweepstakes entries into the Grand Prize Pool during the Promotion Period, up to one (1) for each correct Prediction. 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.

- **Bonus Sweepstakes Entries into the Grand Prize Pool:** After you register or login via the Website, you may participate in the option 4 (I) "Make a Qualifying Purchase/Upload Receipt" or you may participate in Mail-in Alternate Method:
  - I. **Make a Qualifying Purchase:** During the Promotion Period, purchase any Planters product (each a "Qualifying Purchase"). **Be sure to keep your receipt.** Take an image of the entire receipt. Images of physical and digital receipts will be accepted. The receipt image must be clear and legible; be in .jpg format; not to exceed 100MB in size; and include the retailer (if applicable), purchase date and time, and show the Qualifying Purchase, the Qualifying Purchase price and total amount spent. Then, visit the Website and register, as outlined above. Where prompted, follow the instructions to upload an image of your receipt. Each receipt can only be uploaded once. Additional details are set forth below:

Number of Uploaded Valid Receipts	The Sweepstakes Entry "Multiplier" For Each Correct Prediction	Maximum Number of Sweepstakes Entries into the Grand Prize Pool Drawing if all Predictions are Correct
1	2 entries into the Grand Prize Pool Drawing	24
2	4 entries into the Grand Prize Pool Drawing	48
3	6 entries into the Grand Prize Pool Drawing	72
4	8 entries into the Grand Prize Pool Drawing	96

- II. **Mail-in Alternate Method:** To receive bonus Sweepstakes entries without making a Qualifying Purchase or upload a receipt on the Website, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Planters Pick 'Em \$100k Challenge," c/o Merkle Inc., P.O. Box 5011, Department 846600, Kalamazoo,

MI 49003-5011. You will receive twenty-four (24) bonus Sweepstakes entries into the Grand Prize Pool drawing. Limit: twenty-four (24) bonus Sweepstakes entries per envelope\*. All mail-in entries must be handwritten and must be postmarked by February 8, 2021 and received by February 15, 2021. 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: You may receive up to ninety-six (96) bonus Sweepstakes entries into the Grand Prize Pool drawing, during the Promotion Period, for participating in (I) and/or (II), as described above. \*If you only participate in Section 4 (II), in order to receive the maximum bonus Sweepstakes entries into the Grand Prize Pool drawing, you may only mail-in four (4) envelopes during the Promotion Period.

**5. Prize Drawings:** 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 Grand Prize winner from all eligible entries received for the Grand Prize Pool during the Promotion Period, on or around February 18, 2021. Administrator will randomly select the potential Secondary Prize winners from all eligible entries received for the Secondary Prize Pool during the Promotion Period, on or around February 18, 2021. If a Game is postponed, please visit the Website for a complete outline of how the Sweepstakes will be restructured, as determined by Sponsor in its sole discretion. If a Game is cancelled, please visit the Website for a complete outline of how the Sweepstakes will be restructured, as determined by Sponsor in its sole discretion. The potential winners will be notified by email. The potential Grand Prize winner 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. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries for the applicable Prize Pool. Only three (3) alternate drawings will be held, after which the applicable prize will remain un-awarded. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

## **6. Prizes:**

ONE (1) GRAND PRIZE: Winner will receive one (1) \$100,000 bank wire transfer. Actual Value ("AV"): \$100,000.

Odds of winning the Grand Prize depend on the number of eligible entries received for the Grand Prize Pool during the Promotion Period.

TWO HUNDRED FIFTY (250) SECONDARY PRIZES: Each winner will receive \$100 fulfilled as a Venmo payment from Administrator (@Merkle) to winner's Venmo account\*\*. Winners must have or create a Venmo account in good standing to receive the prize. Failure to provide the correct mobile phone number associated with winner's Venmo account or where Venmo Account is not in good standing may result in forfeiture of the prize. Venmo accounts are free, but you can only receive a Venmo payment through the Venmo Mobile App (using your smart phone or tablet). Venmo accounts are subject to its User Agreement and Privacy Policy. Approximate Retail Value ("ARV"): \$100.

\*\*Winners must have a U.S. valid U.S. account with Venmo at time of prize award in order to receive, access, and use the prize.

Venmo utilizes Hyperwallet payment services to deliver prize payments to you. Such payment services are subject to the [Hyperwallet Terms of Service](#) and the [Hyperwallet Privacy Policy](#).

Odds of winning a Secondary Prize depend on the number of eligible entries received for the Secondary Prize Pool during the Promotion Period.

**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 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. Total AV/ARV of all prizes: \$125,000.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Hyperwallet, 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 (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 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/privacy.html>.

**13. Winner List:** For a winner list, visit <https://bit.ly/3lAdq3L>. The winner list will be posted after winner confirmation is complete.

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