

Capri Sun Instant Win Game Official Rules

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

1. Eligibility: Capri Sun Instant Win Game (the "Instant Win Game") 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 Instant Win Game.** Employees, officers, and representatives of Kraft Heinz Foods Company, Merkle Inc., Nintendo of America Inc., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game 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 Instant Win Game. 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 Instant Win Game and in accordance with Sponsor's Privacy Policy 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 Instant Win Game begins on October 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"). Administrator's computer is the official time-keeping device for the Instant Win Game.

4. How to Enter: MANY WILL ENTER, FEW WILL WIN. During the Promotion Period, there are two (2) 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 Capri Sun:

- CAPRI SUN BASE ASSORTED ASEPTIC POUCH IN BOX 30 CT 180 OZ - 0087684010361
- CAPRI SUN BASE FRUIT PUNCH ASEPTIC POUCH IN BOX 10 CT 60 OZ - 0087684001071
- CAPRI SUN BASE STRAWBERRY KIWI ASEPTIC POUCH IN BOX 10 CT 60 OZ - 0087684000991
- CAPRI SUN BASE PACIFIC COOLER ASEPTIC POUCH IN BOX 10 CT 60 OZ - 0087684000953

Locate the Code inside the package.

b. Free Code Request:

- Mail-In Free Code Request -- From September 17, 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 for the following: their name and their email address, and date-of-birth and mail it in an envelope with proper postage to: "Capri Sun Instant Win Game," c/o Merkle Inc., P.O. Box 5022 Department 849455, Kalamazoo, MI 49003-5022. 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 CapriSunSweepstakes.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 CapriSunSweepstakes.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 Instant Win Game. 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 Instant Win Game.

If your parent allows you to play the Instant Win Game or if you are thirteen (13) or older, visit the Website and follow the onscreen instructions to enter the Code. Then, follow the onscreen instructions to play the Instant Win Game and you will be notified immediately if you are a potential winner. Each Code may only be used once. 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.

If you do not win a prize, you may receive 100 My Nintendo Platinum Points ("Offer"). Limit: Up to one (1) Offer per valid email address/person during the Promotion Period. Points available while supplies last. My Nintendo Platinum Points can be redeemed at <https://my.nintendo.com/>. A free Nintendo Account is required to receive and redeem My Nintendo Platinum Points. By creating a Nintendo Account, user will be automatically enrolled in the My Nintendo rewards program. My Nintendo Rewards Points Terms of Service apply https://accounts.nintendo.com/term_point. Points must be redeemed no later than 1/31/2022 11:59 p.m. PT. Once added to user's Nintendo Account, My Nintendo Platinum Points expire within six (6) months.

Limit: Each entrant may play one (1) time per day 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 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.

5. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT 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.

6. Instant Win Game Prize Selection and Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. There will be five hundred (500) random, computer-generated winning times 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. If any potential winner cannot be contacted, or fails to provide any requested information within the required time period (if applicable), potential winner forfeits the prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. 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. There will be three (3) alternate drawings after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Instant Win Game.

7. Prizes: FIVE HUNDRED (500) GRAND PRIZES: Each winner will receive one (1) Nintendo Switch system and winner's choice of one (1) download code for a digital Nintendo Switch game from a list provided by Sponsor. Approximate Retail Value ("ARV"): \$359.98.

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. 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. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. TOTAL ARV OF ALL PRIZES: \$179,990.00. Limit: One (1) Instant Win Game prize per person.

8. Publicity: Except where prohibited, participation in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries 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 the 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 damage any website or undermine the legitimate operation of the Instant Win Game is 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. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Nintendo of America Inc., Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Instant Win Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win

Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

11. 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 Instant Win Game; (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 Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game 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 Instant Win Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. 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 Instant Win Game, 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.

12. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Instant Win Game or any prizes 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; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Instant Win Game but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Instant Win Game, 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.

13. 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>.

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

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Nintendo is not a sponsor, co-sponsor or administrator of this sweepstakes.