

Art of the Burger 2022 Official Rules

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

1. Eligibility: Art of the Burger 2022 (the "Contest") 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) for residents of Alabama and Nebraska) and Puerto Rico who are at least twenty-one (21) years old or older at the time of entry. Employees of Kraft Heinz Foods Company, Merkle Inc., and any of 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 Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Kraft Heinz Foods Company, 200 E Randolph, Chicago, IL 60601. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest 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 this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on May 23, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on July 12, 2022 at 11:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.

5. How to Enter:

- a. **Website:** During the Contest Period, visit www.HeinzArtoftheBurger.com ("Website") and follow the links and instructions to complete and submit the registration form, including your name, a valid email address, and a valid home address (P.O. Boxes are not permitted). Next, follow the links and instructions to upload one (1) photo that displays your original burger creation that features your full burger masterpiece, collectively referred to as your submission ("Submission"). Presentation is key, so make sure to capture your burger's essence up close and in focus. You may optionally provide a short description of the photo (50 words or fewer), a name for your burger (not to exceed 10 words) and select a sauce from the provided list that you primarily used. In your photo, the sauce should be central to the burger's theme.
- b. **Instagram or Twitter:** To participate, you will need to have a Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

During the Contest Period, take the following actions:

(1) Tweet/post a photo that displays your original burger creation that features your full burger masterpiece and include the hashtags #Contest and #HeinzArtBurger (also "Submission") and optionally provide a short description of the photo (50 words or fewer) and a name for your burger (not to exceed 10 words) within the original Instagram caption and post. Presentation is key, so make sure to capture your burger's essence up close and in focus. In your photo, the sauce should be central to the burger's theme.

(2) Your account settings must remain public during the Contest Period and until the prizes are awarded (as described in Section 8).

(3) You must not change your Instagram or Twitter handle during the Contest Period and until the prizes are awarded (as described in Section 8).

Your Submission need not include any reference, positive or negative, to Sponsor's products or services. Including an image of Sponsor's products/services in your Contest Submission will not improve your chances of winning. By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

Guidelines:

- If you upload via the Website, the Submission must be in .jpg, .png or .gif format.
- If you upload via the Website, the Submission must not exceed 10 MB in size.
- If you post on Instagram or Twitter, the Submission must meet the format and size requirements of the social platform used to enter.
- The Submission must be in English or Spanish.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The burger must include the use at least one (1) sauce.
- The burger must have buns or bun-like enclosures.
- The burger must include a patty.
- The burger must be eaten with hands.
- The burger must stand on its own.
- The burger must be edible.
- The Submission must be your original work.
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor.
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement and therefore must not contain brand names or trademarks other than those owned by Sponsor.
- The Submission must not contain content created by a third party, such as images or artwork.
- The Submission must not disparage Sponsor, or any other person or party.
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous, or libelous.
- Your Submission must not make references to or include alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda.
- The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload five (5) unique Submissions during the Contest Period, regardless of method of entry. Submissions received from any person, email address or Social Account in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. 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. In the event of a dispute as to any registration, the authorized account holder of the Twitter/Instagram account 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 used to create the Twitter/Instagram account. Each entrant may be required to show proof of being an authorized account

holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; all of which will be void.

6. Sponsor's Use of Submissions: Uploading or posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Sponsor intends to sell the winning Grand Prize burger at select national burger restaurant location(s). The official name, ingredients used to produce the burger and any other aspect of this product will be solely determined by Sponsor.

7. Winner Determination: After the conclusion of the Contest Period, a panel of qualified judges, determined by Sponsor in its sole discretion, will select the fifty-one (51) entrants with the highest-scoring Submissions ("Winners") based on the following Judging Criteria:

- Imagination: use your imagination to create a burger that falls into one of the following categories, or a category of your own design: maximalist, minimalist, sculptural, classical, experimental (25%).
- Presentation: submit a photo of your burger that truly captures the essence of your (and its) creativity. In other words, the submission photo should be captured with taste. (25%).
- Use of sauce: the sauce(s) you choose to use should be central to the theme of your burger. Ideally, your sauces will also be used in an unexpected, unique, and delicious way (25%).
- Build: the build (the ingredients and composition) of your burger should justifiably convey your burger's identity. (25%).

Subject to the entrants' compliance with these Official Rules, the entrant whose Submission receives highest score will be deemed the potential Grand Prize winner. The fifty (50) entrants whose Submissions received the next highest scores are the potential First Prize winners. In the event of a tie, the entrant whose Submission received the highest score for "Use of sauce," as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor will not disclose judging scores.

8. Winner Requirements: Potential winners will be notified by email, mail, phone, by @heinz on Instagram or @heinztweets on Twitter through the social channel used to enter on or around July 25, 2022. 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 their prize. Each potential First Prize winner will be required to provide their full contact and mailing information (P.O. Boxes are not permitted) within five (5) days of the date notice or attempted notice is sent, in order to claim their prize. If a potential winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information, within the required time period (if/as applicable), does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes: ONE (1) GRAND PRIZE: Winner will receive one (1) \$25,000 check. In addition, the Grand Prize winner will have their winning burger featured as a limited time offer menu at national burger restaurant location(s), as determined by Sponsor in its sole discretion. Sponsor reserves the right to make modifications of burger (as needed) for menu item.

TAX GROSS UP PAYMENT: Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$7,500. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up**

Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.

Approximate Retail Value ("ARV") of the Grand Prize package: \$32,500.

FIFTY (50) FIRST PRIZES: Each winner will receive one (1) "Heinz Art of the Burger" kit. All details of kit are determined by Sponsor in its sole discretion. ARV: \$125.00.

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 (or a component thereof) 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. Prizes will be fulfilled 8 – 10 weeks after the end of the Contest. Total ARV of all prizes: \$38,750.00.

10. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Administrator, Twitter, Inc., Instagram Inc., and their respective parent companies, 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 Contest or receipt or use or misuse of any prize, including any related travel.

11. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, including winner's Twitter/Instagram profile photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Ownership of Submission: Each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. Not an Offer of Employment/ Acknowledgment of Previous Burger Development: Nothing in these Official Rules is an offer or contract of employment of any kind with any entity. Entrant acknowledges that entrant's burger idea has been submitted voluntarily and not in confidence or in trust. Entrant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between entrant and the Sponsor or any of the Released Parties and that no such relationship is established by entering this Contest pursuant to these Official Rules. Entrant acknowledges that burger submitted may have been independently developed by Sponsor or its service providers or may have come to Sponsor from any other independent sources, and entrant waives any claim against Sponsor relating thereto.

14. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, 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 Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above.

Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the Entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

15. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (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 Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

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

17. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.kraftheinzcompany.com/NewPrivacyPolicy.html>.

18. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete (by September 2022).

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