

#KRAFTBEARHUGS CONTEST

OFFICIAL CONTEST RULES

1) WELCOME: The #KraftBearHugs Contest (the “**Contest**”) is sponsored and administered by Kraft Heinz Canada ULC, 95 Moatfield Drive, Don Mills, ON M3B 3L6 (the “**Sponsor**”).

2) CONTEST PERIOD: The Contest begins November 13, 2017 at 12:00 pm (noon) EST and ends January 31, 2018 at 11:59 pm EST (“**Contest Period**”). The entry period begins November 13, 2017 at 12:00 pm (noon) EST and ends December 31, 2017 at 12:00 pm (noon) EST (“**Contest Entry Period**”).

3) ELIGIBILITY: Contest is open to legal residents of Canada who have reached the age of majority in the province or territory of which they reside as of their date of entry in the Contest Entry Period (“**Entrant**” or “**Entrants**”).

The Contest is not open to:

- (a) employees, officers and directors of the Sponsor and its parent, affiliates, subsidiaries, representatives, agents, and advertising and promotion agencies, (collectively, “**Promotion Parties**”); 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. To participate in the Contest, an Entrant must have a valid account on at least one of www.twitter.com (“**Twitter**”), www.instagram.com (“**Instagram**”), or www.facebook.com (“**Facebook**”) (together, the “**Social Media Platforms**”), and use the account to enter the Contest. To enter the Contest, an Entrant must:

- a) create an original digital post consisting of text (500 character maximum, including spaces) and may, if allowed by the Social Media Platform, include up to three (3) picture(s) and/or one (1) video (1.5 minutes maximum) that conveys a response to the following: Tell us who’d you want to send a bear hug to and why the hug would bring you closer together? (the “**Content**”),
- b) represent that the Content complies with **4.1 Entry Conditions**,
- c) upload the Content to any combination of the Social Media Platforms, and

- d) include the hashtag **#KraftBearHugs** in the description of the upload to the Social Media Platform.

Once completed, Entrant will have entered into the Contest (each post to each Social Media Platform being each one (1) “**Entry**,” or several “**Entries**”). For clarity, (i) the same Entry may be posted once to each Social Media Platform for a total of up to three (3) Entries (ii) Entries on the Social Media Platforms must be publicly viewable by the Sponsor or its agent, (iii) remain posted until the end of the Contest Period, and (iv) include the hashtag **#KraftBearHugs**, otherwise the Entry will be deemed ineligible.

For more information on the criteria that will be used to judge the Entry, see **Rule 6: HOW TO WIN**.

If submitting/uploading Entry via a mobile device, standard data rates may apply. Entrants should check their service carrier plan for more information regarding rates and fees. Entries may only be submitted by the authorized account holder of the Social Media Platform. Use (or attempted use) of any automated macro, script, robotic, or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is considered grounds for disqualification from this Contest.

4.1) ENTRY CONDITIONS: Each Entry must: (1) be original; (2) be created for the purposes of this Contest; (3) have not been previously published, used commercially, submitted prior to this Contest or during this Contest to another contest, competition or promotion or won any other prize/award; (4) not defame, infringe or violate the rights of any third party (including, without limitation, copyright or other intellectual property rights of any other party); (5) be appropriate for the Contest and all ages, in “good taste”, in keeping with Sponsor’s image and be suitable for publication (e.g. must not be obscene or indecent or degrade, harass or intimidate an individual or group of individuals on the basis of any impermissible classification, including without limitation, religion, gender, sexual orientation, race, color, creed, ethnicity, national origin, age, disability, marital status or military status), as determined by Sponsor in its sole and absolute discretion; and (6) not contain any commercial content that promotes any product or service other than those offered by Sponsor. Without limiting any of the foregoing, Entries cannot be a parody or derogatory. Sponsor reserves the right, in its sole and absolute discretion, to reject, modify, edit or remove any Entry and judge it void or disqualify it and you at any time, without notice to you, that Sponsor deems, in its sole and absolute discretion, not to be in keeping with the Official Contest Rules.

4.2) ENTRANTS’ REPRESENTATIONS: By submitting an Entry, including any Content, you represent and warrant that: (1) the Entry does not infringe on any third party’s copyright

materials, trademark or other intellectual property rights; (2) the Entry does not contain software viruses or any other computer code or program designed to interrupt, destroy or limit the functionality of the Contest or the Social Media Platforms, (3) the Entry complies with **4.1) Entry Conditions**, and (4) the Entry is original to you, that you have all necessary rights in and to the Entry, and that any individual included in the Entry (or his/her parent or legal guardian, in the case of an individual who is a minor in his/her province/territory of residence) has, as of the date of the Entry, agreed to the submission of the Content in connection with the Entry, including publicity requirements (see Rule 16).

The Sponsor does not assume any responsibility for any claims based on infringement of publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement and any other intellectual property-related cause of action with respect to any Entry submitted. By entering this Contest, each Entrant: (i) agrees to release, indemnify, discharge, defend and hold harmless the Sponsor, the Promotion Parties, Facebook, Twitter and Instagram, and each of their respective officers, directors, employees, agents, representatives and assigns (collectively with the Promotion Parties, the “**Released Parties**”) from any claim or liability arising from or related to the Entry or participation in this Contest, (ii) grants Sponsor a non-exclusive, unlimited, royalty free, irrevocable, right and license to use, publish, display, produce, perform, convert, adapt, publicly present, communicate to the public, assign, sub-license, edit, modify, translate, reproduce, dispose of, post, broadcast or otherwise use the Entry, including the Content, in whole or in part, in any way and in any form of media now known or hereafter developed, including, without limitation, as contemplated within these Official Contest Rules, or in any advertising or promotions created by Sponsor in any form of media to promote this Contest and/or future contests similar to this Contest, without review, notice, approval or compensation; (iii) waives all moral rights in and to the Entry in favour of Sponsor; and (iv) represents, warrants and undertakes to Sponsor that he/she has obtained the necessary assignment of rights, licence, permission or consent from every individual who has contributed to the Entry, and further represents and warrants that he/she has the authority to grant to Sponsors the rights granted in these Official Contest Rules, including without limitation the non-exclusive license, above.

By entering, each Entrant acknowledges and agrees that submitting a photo/video online brings the Entry within the public view and, as such, the Entrant waives any claims against Sponsor and indemnifies and holds the Released Parties harmless against any third party claims for damages or injury attributable to the Released Parties for any copying, re-posting or unlawful use of the submitted photo/video that may result.

Any Content submitted with an Entry will be deemed to be a part of that Entry. Any Entry that involves a third party that does not choose to be part of the Entry will be disqualified. Entrants

may be required to provide Sponsors with proof of consent from any third parties in a form acceptable to Sponsor, and Entrants agree to execute, or cause to be executed, any documents and/or instruments as determined in the discretion of Sponsor in order to give effect to the representations and warranties and/or grant of rights herein contained. People depicted in Content should refrain from wearing any clothing items bearing business, designer, or sports logos, or bearing the name or likeness of a celebrity, living or dead. Sponsor further reserve the right, in its sole and absolute discretion, to edit any Entry, to blur out any trademarks or to remove any copyrighted content.

5) ENTRY LIMITS: Entrants may submit an unlimited number of Entries during the Contest Entry Period, but each Entry on any one Social Media Platform must be unique to that Social Media Platform. To be clear, the same Entry may be posted once, and only once, to each Social Media Platform, for a total of up to three (3) Entries across the three (3) Social Media Platforms.

6) HOW TO WIN:

All eligible Entries received during the Contest Entry Period will be evaluated by a judging panel (the "**Panel**") comprised representatives from the Sponsor and from the Sponsor's agent. Judging by the Panel will take place between January 1, 2018, and January 31, 2018 ("**Judging Period**") in Toronto, Ontario. For judging purposes, all eligible Entries will be evaluated based on the following criteria using the respective weight indicated beside each criteria ("**Judging Criteria**"):

- a) Creativity: 30%
- b) Uniqueness of story: 40%
- c) The Entry demonstrates togetherness of individuals: 20%
- d) The Entry showcases distance between individuals: 10%

During the Judging Period, the Panel will use the Judging Criteria to select the top one hundred (100) Entries ("**Potential Prize Winners**").

7) HOW TO CLAIM A PRIZE: Potential Prize Winners will be notified via the messaging feature on the Social Media Platform used to upload the selected Entry to this Contest, no later than February 1, 2018, beginning at 9:00 am EST ("**Notification**"). If a Potential Prize Winner cannot be contacted within five (5) business days of February 1, 2018, at Sponsor's sole discretion, another Entry may be selected.

Upon Notification, Potential Prize Winners will have five (5) business days to: complete a form and provide their name, daytime phone number, email address, address and age; correctly answer a time-limited mathematical skill-testing question without assistance, or mechanical or electronic aid; follow the provided link and read these Official Contest Rules, 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 (defined below) as awarded ("**Prize Winner**").

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.

Delivery of Prizes is expected to occur between March 1, 2018 and July 1, 2018.

8) ODDS: The odds of winning a Prize depend upon the number of eligible Entries submitted/uploaded during the Contest Entry Period and application of the Judging Criteria.

9) PRIZES/APPROXIMATE RETAIL VALUES: There are one hundred (100) prizes available to be one, each consisting of one (1) pair of wifi enabled Kraft Bear Hug bears, each bear with a bowtie that lights up when the other bear is hugged, (one "**Prize**" or one hundred "**Prizes**"). Approximate Retail Value of all Prizes is CAN\$40,000.00.

10) PRIZE CONDITIONS: Prizes are restricted to one (1) per household.

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 Winner 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 and/or modify the Prize or component with (a) prize(s) of equal or greater value, without liability.

The Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

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 Contest in a timely manner may result in disqualification.

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

All Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, 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. Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed and submitted during the Contest Entry Period. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, damaged, stolen, incomplete or incompatible Entries.

13) LIMITATION OF LIABILITY: By entering 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, or the Declaration, or for any typographical, or other error in the printing of the offer, failure of the Social Media Platforms or 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, Sponsor, Promotion Parties, their affiliates, subsidiaries, their advertising and promotional agencies and their respective directors, officers, employees, 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.

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, without limiting the generality of the foregoing, that the Releasees will not be responsible for any injury, accident, death or dismemberment, or any other loss, damage or expense in connection with the use of 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 the number set-out 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.

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 and/or information. Entry materials that have been tampered with, reproduced, falsified, or altered are void. In the event a dispute arises as to the identity of a Potential Prize Winner, Entries will be declared by the name associated with the Social Media Platform account used to submit the Entry and verified in accordance with Rule 12.

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 by Entrant for the Sponsor, and its agencies to use the Entrants' and Prize Winners', as

applicable, names, cities and provinces/territories of residence, biographical information, Entry information, Prize information, video, 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. If an individual other than the Entrant appears in the submitted Entry, the Entrant must provide Sponsor with the name(s), complete address(es) and email of the individual(s) so that Sponsor may secure from such individual(s) an appropriate signed Undertaking and Release prior to the posting of the Entry for any publicity carried out by or on behalf of Sponsor with respect to the Contest.

17) PRIVACY: The Sponsor respects the 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 Sponsors' 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.

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, provincial/territorial, local, and other taxes on a Prize, if any, are the sole responsibility of the Winner.

21) FACEBOOK, TWITTER AND INSTAGRAM: This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. The owners and operators of Facebook, Twitter and Instagram are completely released from all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Facebook, Twitter or Instagram.

22) OFFICIAL CONTEST RULES: These Official Contest Rules are available on www.kraftbearhugs.com and www.oursonscalinskraft.com.