

Art of the Burger 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 (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 24, 2021 at 12:00 a.m. Eastern Time ("ET"), ends on August 6, 2021 at 11:59 p.m. ET (the "Contest Period") and consists of three (3) phases (each a "Phase"), as outlined below:

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
Submission	May 24, 2021	July 19, 2021
Judging (to determine the Seven (7) Finalists)	July 20, 2021	July 26, 2021
Voting (to determine the Grand Prize Winner)	July 27, 2021	August 6, 2021

During the Submission Phase, there are eight (8) weekly entry periods (each a "Weekly Entry Period"). Each Weekly Entry Period begins each Monday at 12:00 a.m. ET and ends the following Sunday at 11:59 p.m. ET, except the last week which begins on Monday, July 12, 2021 at 12:00 a.m. ET and ends Monday, July 19, 2021 at 11:59 p.m. ET. Administrator's computer is the official time-keeping device for the Contest.

5. How to Enter:

- a. Website:** During the Submission Phase, visit www.HeinzArtoftheBurger.com ("Website") and follow the links and instructions to complete and submit the registration form, including your name and a valid email address. Then, follow the directions to select your sauce category from among the available options (each a "Category"). There are seven (7) Categories: Ketchup, Mustard, Mayo, Relish, BBQ, Flavor Combination and Freestyle. 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"). You may optionally provide a short description of the photo (150 characters or fewer) and a name for your burger (not to exceed 30 characters). 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 Submission Phase, take the following actions:

- (1) Follow @heinz on Instagram or @heinztweets on Twitter;
- (2) tweet/post a photo that displays your original burger creation that features your full burger masterpiece and include the hashtag #Contest, #ArtoftheBurger and the hashtag associated with the Sauce Category you are entering (either #ketchup, #mustard, #mayo, #bbq, #flavorcombinations, #relish, or #freestyle) (also "Submission") and optionally provide a short description of the photo (150 characters or fewer) and a name for your burger (not to exceed 30 characters) within the original Instagram caption and post. In your photo, the sauce should be central to the burger's theme;
- (3) Your account settings must remain public during the Contest Period and until the prizes are awarded (as described in Section 9); and
- (4) You must not change your Instagram or Twitter handle during the Contest Period and until the prizes are awarded (as described in Section 9).

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 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; and
- 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 one (1) Submission per Category per Weekly Entry Period during the Submission Phase, 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.

7. Semi-Finalist, Finalist, and Winner Determination: Semi-Finalists, Finalists, and Winners will be determined according to the process set forth below.

a. Semi-Finalists: After the conclusion of each Weekly Entry Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the one (1) entrant per Category per Weekly Entry Period with the highest-scoring Submission (each a "Semi-Finalist") from among all eligible Submissions received during the applicable Weekly Entry Period based on the following criteria ("Semi-Finalist Judging Criteria"). In addition, the next three (3) entrants per Category per Weekly Entry Period with the highest-scoring Submissions from among all eligible Submissions received during the applicable Weekly Entry Period will be deemed a potential Second Prize winner.

- **Creativity:** What makes a burger a work of art? The interplay of its components! Is it maximalist? Minimalist? Does it employ an abstract arrangement of ingredients? Show us your creativity by letting your imagination run wild (25%);
- **Presentation:** Capture your burger with a photo worthy of its boundless creativity! Make sure your snapshot conveys every ounce of effort, nuance of delectability, and morsel of meaning (25%);
- **Build:** Will your burger masterwork stand the test of time? That is to say, can it literally stand on a plate and be served? (25%); and
- **Sauce:** We're looking for a sauce to be central to the burger's theme. If it's going to taste like art, let's make sure we can identify the medium (25%).

If the Sponsor does not select one (1) potential Semi-Finalist for any Category during any applicable Weekly Entry Period due to low participation, a limited number of qualified Submissions or for any other reason, Sponsor reserves the right in its discretion to select more than one (1) Semi-Finalist for any Category during any applicable previous or subsequent Weekly Entry Period. Non-selected Submissions will carry to subsequent Weekly Entry Periods. Each Semi-Finalist will be deemed a potential First Prize winner. In the event of a tie, the entrant whose Submission received the highest score for Sauce, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Semi-Finalist or Second Prize winner from among the tied entrants. Sponsor reserves the right to select fewer than the stated number of Semi-Finalists and Second Prize winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

b. Finalists: During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select one (1) Semi-Finalist per Category with the highest-scoring Submission

(the "Finalists") from among all eligible Semi-Finalist Submissions based on the following criteria ("Finalist Judging Criteria"):

- Creativity: What makes a burger a work of art? The interplay of its components! Is it maximalist? Minimalist? Does it employ an abstract arrangement of ingredients? Show us your creativity by letting your imagination run wild (25%);
- Presentation: Capture your burger with a photo worthy of its boundless creativity! Make sure your snapshot conveys every ounce of effort, nuance of delectability, and morsel of meaning (25%);
- Build: Will your burger masterwork stand the test of time? That is to say, can it literally stand on a plate and be served? (25%); and
- Sauce: We're looking for a sauce to be central to the burger's theme. If it's going to taste like art, let's make sure we can identify the medium (25%).

In the event of a tie, the Semi-Finalist whose Submission received the highest score for Sauce, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Finalist from among the tied entrants for the applicable Category. Sponsor reserves the right to select fewer than the stated number of Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

c. Grand Prize Winner: During the Voting Phase, the Finalists' Submissions will be posted in an online gallery for public voting at the Website. Persons who meet the eligibility criteria as set forth in Section 1 will be invited to vote for the Submission they believe has the most public appeal. Limit: Each person may vote one (1) time per day during the Voting Phase. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any Finalist or voter to obtain votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the Finalist's Submission and Finalist may be disqualified as determined by Sponsor in its sole discretion. Subject to the Finalist's compliance with these Official Rules, the Finalist whose Submission receives the highest number of valid votes during the Voting Phase will be deemed the potential Grand Prize winner. In the event of a tie, the Finalist whose Submission received the highest score for Sauce, as determined by the qualified judges in their sole discretion, will be deemed the potential Grand Prize winner from amongst the tied Finalists. Sponsor reserves the right, in its sole discretion, to select an alternate Grand Prize winner should the voting appear to have been tampered with or manipulated in any way.

8. Winner Requirements: Potential winners will be notified by email, mail, phone, or by @Heinz through the social channel used to enter on or around August 10, 2021. 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 and Second 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 a Grand Prize package which includes one (1) \$25,000 check; four (4) separate trips for two (2) to four (4) separate cities in the United States, including Puerto Rico; and a lifetime supply of Ketchup, Mustard and Relish which is awarded as a \$1,750 check.

Trip packages include round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to three (3) separate cities of winner's choice in the United States (including Puerto Rico) plus one (1) trip to Chicago for the one day workshop (as

determined by Sponsor in its sole discretion); two (2) nights' accommodations at a hotel per city determined by Sponsor in its sole discretion (single room, double occupancy); roundtrip transportation to Kraft Heinz Headquarters; a one-day burger workshop led by Heinz's R&D team in Chicago, IL for winner and one (1) guest (all details determined by Sponsor in its sole discretion); \$500 spending money per city; and travel agent services. Winner must complete the trips by December 31, 2022 or prize will be forfeited. Each trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if workshop is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

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 \$12,330. **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: \$53,430.

FIFTY-SIX (56) FIRST PRIZES (one (1) awarded per Category per Weekly Entry Period): Each winner will receive a "Heinz Art of the Burger Kit" prize package consisting of: one (1) denim jacket; one (1) set of pins; one (1) Heinz branded basting brush, one (1) Heinz branded spatula and one (1) \$157 Prepaid Card. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card. ARV: \$317.00.

ONE HUNDRED SIXTY-EIGHT (168) SECOND PRIZES (three (3) awarded per Category per Weekly Entry Period): Each winner will receive one (1) "Heinz Art of the Burger" t-shirt. ARV: \$10.00.

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) Grand Prize and either one (1) First Prize or Second Prize per person. Prizes will be fulfilled 8 – 10 weeks after the end of the Contest. Total ARV of all prizes: \$72,862.

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. 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.

14. 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.

15. 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.

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

17. Winner List: For a winner list, visit <https://bit.ly/3cWm8bR>. The winner list will be posted after winner confirmation is complete.

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