

## **Velveeta Liquid Gold Rush Official Rules**

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

**PARTICIPANTS MUST TAKE ACTION TO REDEEM REWARD(S) BY JUNE 22, 2021. IF YOU FAIL TO DO SO, YOU FORFEIT THE OPPORTUNITY TO RECEIVE YOUR REWARD(S).**

**1. Eligibility:** Velveeta Liquid Gold Rush (the "Program") 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 at least nineteen (19) years old for residents of Alabama and Nebraska) at the time of entry. Employees of Kraft Heinz Foods Company, its promotional partners, VCG PromoRisk Inc., VMLY&R, 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 Program is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes participant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Program. Claiming Reward(s) 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 Program website opens on May 15, 2021 at 12:00 a.m. Eastern Time ("ET") (herein "Start Date") and closes on June 22, 2021 at 11:59 p.m. ET ("End Date"), herein the "Reward Redemption Period." The following are critical dates/time for participation in this Program:

Participants can purchase "Qualifying Products" starting on May 15, 2021 through June 15, 2021 and must follow the instructions to upload "Receipt(s)" by June 15, 2021 at 11:59 p.m. ET, herein the "Purchase & Receipt Upload Period."

Participants can initiate mail-in requests starting on May 8, 2021 through June 1, 2021 and may upload the "Code" to enter on the Program website through End Date.

Participants may redeem Rewards at any time during the Reward Redemption Period, but no later than June 22, 2021 at 11:59 p.m. ET.

Administrator's servers are the official time-keeping device for the Program.

#### 4. How to Participate:

**Registration:** All participants must register and create an account, by visiting [www.VelveetaLiquidGold.com](http://www.VelveetaLiquidGold.com) ("Website") during the Reward Redemption Period and following the links and instructions to complete and submit the registration form by providing their name, home mailing address and a valid email address. **Limit:** You may create one (1) account. Multiple participants are not permitted to share the same email address or home mailing address (as there may only be one (1) participant in each household). Any attempt by any participant to create or obtain more than one account by using multiple/different email addresses, home mailing addresses, identities, registrations, fraudulent email or IP addresses, or any other methods will void that participant's account and any "Liquid Gold Units" deposited or Rewards redeemed. 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 participant. 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 participant may be required to show proof of being the authorized account holder.

**Obtaining Liquid Gold Units:** There are two (2) methods for obtaining Liquid Gold Units, as outlined below:

- (a) **Purchase Qualified Product & Upload Receipt:** During the Purchase & Receipt Upload Period,
  - (i) make an in-store purchase of any variety of a single (12 oz), Family Size (24 oz) or multi-pack of Velveeta Shells & Cheese ("Qualifying Purchase"). **NOTE: Velveeta Shells & Cheese Cups are excluded and are not deemed to be a Qualifying Purchase.** See Appendix for a list of Qualifying Purchases and the number of Liquid Gold Units earned for each. Be sure to keep your receipt. Online purchases are not eligible.
  - (ii) Take an image of your entire receipt. The receipt image must be clear and legible, and display all of the following: the purchase date and time, and the Qualifying Purchase(s), the price of the Qualifying Purchase(s) and total amount spent. Receipt image must not be larger than 5MB and may only be one of the following file types: .gif, .png, .jpg, or .pdf.
  - (iii) Follow the links and instructions to upload your receipt image. Each receipt can only be uploaded once.
  - (iv) You will receive an email once your receipt has been reviewed and approved with directions to return to the Website. The review process will take up to 2-3 days. Once you log in to your account, you will see Liquid Gold Units (**one (1) Unit for each Qualifying Purchase**) deposited into your account. If you have purchased a multi-pack, you will receive one (1) Liquid Gold Unit for each included single pack, up to the limit. If your receipt was not approved, you will receive an email communication explaining the reason for rejection. You may upload the receipt again if you are able to cure the issues provided in the email communication.
- (b) **Request a Liquid Gold Unit by Mail:**
  - (i) To participate without purchase, hand print your name, home mailing address, phone number, valid email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Velveeta Liquid Gold Rush," c/o Merkle, Inc., P.O. Box 5644, Department 848309, Kalamazoo, MI 49003-5644. *Sponsor reserves the right to fulfill prizes by mail to those Participants who request LIQUID GOLD UNITS by mail. Please make sure that your mailing address is valid.* Requests that are photocopied, computer-generated or otherwise mechanically or digitally produced or reproduced, or that otherwise fail to comply with these Official Rules will NOT be honored, acknowledged or returned, and the persons submitting such requests will not receive a Velveeta Liquid Gold Rush Code. Allow approximately 6-8 business days from the time of receipt of a qualified mail-in request for an email response (from

[VelveetaLiquidGold@epiinc.com](mailto:VelveetaLiquidGold@epiinc.com)) with a Velveeta Liquid Gold Rush Code. **Limit:** One (1) Code request per envelope. All mail-in requests must be handwritten and postmarked by June 1, 2021 and received by June 8, 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.

(ii) Visit Website at any time during through the End Date and follow the directions to enter the Code. You will automatically have one (1) Liquid Gold Unit deposited to your account.

**Limit:** Each participant/household may obtain up to six (6) Liquid Gold Units by any combination of methods.

Liquid Gold Units do not constitute property and have no cash value. As such, Liquid Gold Units are not transferable or assignable for any reason. The sale or transfer of Liquid Gold Units is strictly prohibited.

**Liquid Gold Unit Value:** At all times during the Program, the "Value" of a single Liquid Gold Unit will be displayed on a graph on the Website. The Value will change each minute based on a pre-determined randomly generated algorithm. The Value will generally fluctuate between \$0.10 and \$2.00. During each calendar day (12:00 a.m. ET through 11:59 p.m. ET), the Value will have multiple periods with higher values:

- One (1): 1 minute period where the Value is equal to \$10;
- Three (3): 1 minute periods where the Value is equal to \$7;
- One (1): 5-minute period where the Value fluctuates between \$3 and \$5; and
- One (1): 7-minute period where the Value fluctuates between \$2 and \$3.

**Redeem Liquid Gold Units for Rewards:** At any time during the Reward Redemption Period, participants may redeem their Liquid Gold Unit(s) for Reward(s). Receiving a Reward is contingent upon compliance with these Official Rules. In order to redeem your Liquid Gold Units for Rewards, visit the Website, log in to your account, and click/tap "Redeem Liquid Gold Units". You must Redeem all accumulated Liquid Gold Units that are currently deposited in your account. You may however, add more Liquid Gold Units to your account (subject to the entry limit) and redeem them at a later date. You will receive an email confirmation as well as confirmation on the Website regarding the Value that you will receive for each Liquid Gold Unit. Liquid Gold Units **must be redeemed for Rewards by June 22, 2021 or they will be forfeited.** Any Liquid Gold Units remaining in a Participant's account after June 22, 2021 or if the Program is canceled will be forfeited without compensation.

**YOU WILL RECEIVE THE VALUE FOR EACH LIQUID GOLD UNIT AT THE TIME YOUR REDEMPTION REQUEST IS RECEIVED BY ADMINISTRATORS SERVERS. NOTE: DUE TO NETWORK AND INTERNET TRANSMISSION DELAYS, THE VALUE YOU RECEIVE MAY APPEAR TO BE INCONSISTENT WITH THE VALUE DISPLAYED AT THE TIME YOU MAKE YOUR REDEMPTION REQUEST. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE PRESENTED BY PARTICIPANT REGARDING REDEMPTION VALUES.**

**IN THE EVENT THAT THE WEBSITE FAILS FOR ANY REASON, ANY REDEMPTION THAT OCCURS AFTER IT HAS FAILED WILL BE DEEMED A DEFECTIVE REDEMPTION, IS VOID, AND WILL NOT BE HONORED. PARTICIPANT WILL BE ABLE TO REDEEM LIQUID GOLD UNITS IF THE WEBSITE BECOMES AVAILABLE TO PARTICIPANTS.**

**5. Rewards:** Rewards will be delivered as an Amazon.com Gift Card for the total aggregate Value of all Liquid Gold Units redeemed during the Reward Redemption Period. Restrictions apply, see [amazon.com/gc-legal](https://amazon.com/gc-legal). Rewards will be fulfilled approximately 8-10 weeks after the conclusion of Program. Rewards will generally be fulfilled via email to the address associated with participants' account. Sponsor, in its sole discretion, may choose to mail the Reward to the participant's home mailing address. Rewards 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 Reward for one of equal or greater

value if the designated Reward should become unavailable for any reason. Participants are responsible for all taxes and fees associated with Reward receipt and/or use. **Limit:** Participants (one per household) may receive a Reward for redemption of up to six (6) Liquid Gold Units.

**6. Release:** By participation in this Program including receipt of a Reward, participants agree to release and hold harmless Sponsor, Administrator, VCG PromoRisk Inc., VMLY&R, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Reward 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 Program or receipt or use or misuse of any Reward.

**7. Publicity:** Except where prohibited, participation in the Program constitutes each participant's consent to Sponsor's and its agents' use of participant's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, if any fraud, technical failures, human error, unanticipated Program participation volumes or any other factor impairs the integrity or proper functioning of the Program, 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 Program, including but not limited to fulfillment of the Reward(s), as determined by Sponsor in its sole discretion. In such event, all Liquid Gold Units that have not been redeemed as of the date of discontinuance will be forfeited. 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 Program 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 Program 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.

**9. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (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 Program; (4) technical or human error which may occur in the administration of the Program, including the redemption of Liquid Gold Units; (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 participation in the Program or receipt or use or misuse of any Reward. If for any reason a participant's confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another entry in the Program, if it is possible.

**10. Disputes:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Program or the Official Rules will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Program or the Official Rules, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the

disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must affect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Program, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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. The place of arbitration shall be Oakland County, Michigan. This arbitration provision shall survive conclusion, modification or termination of the Program and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Program.

**11. Participant's Personal Information:** Information collected from participants is subject to Sponsor's Privacy Policy <http://www.kraftheinzcompany.com/privacy.html>.

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**APPENDIX: QUALIFIED PRODUCTS AND CORESPONDING NUMBER OF LIQUID GOLD UNITS**

SKU	Name	LIQUID GOLD UNITS EARNED
2100065893	Velveeta Shells & Cheese Original 12oz	1
2100065320	Velveeta Shells & Cheese Value Size 24oz	1
2100065492	Velveeta Shells & Cheese made with 2% Milk 12oz	1
2100065643	Velveeta Rotini & Cheese with Broccoli 9.4oz	1
2100065889	Velveeta Shells & Cheese with Bacon 10z	1
2100003984	Velveeta Shells & Cheese Queso Blanco 12oz	1
2100006553	Velveeta Shells & Cheese Jumbo Shells	1
2100007279	Velveeta Shells & Cheese Mini Shells 10.1oz	1
2100005153	Velveeta Shells & Cheese Original 12oz, 2pk	2

2100004512	Velveeta Shells & Cheese Original 12oz, 3pk	3
2100007076	Velveeta Shells & Cheese Original 12oz, 4pk	4
2100007857	Velveeta Shells & Cheese Original 12oz, 8pk	6