

Capri Sun & Nintendo Switch Sweepstakes

Official Rules

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

1. Eligibility: The Capri Sun & Nintendo Switch Sweepstakes ("Sweepstakes") is open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico who are at least six (6) years old at the time of entry. **If you are a minor in your state of residence, you must have the permission and consent of your parent/legal guardian to participate in this Sweepstakes.** Employees, officers, and representatives of Kraft Heinz Foods Company ("Sponsor"), Merkle Inc. ("Administrator"), Nintendo of America Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant'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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any entry information provided will be used solely for the purposes of the Sweepstakes and in accordance with Sponsor's Privacy Policy (<http://www.kraftheinzcompany.com/NewPrivacyPolicy.html>) and will be destroyed after its conclusion in accordance with the requirements of the Children's Online Privacy Protection Act ("COPPA").

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

3. Timing: The Sweepstakes begins on January 22, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on March 31, 2024 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

4. How to Enter the Sweepstakes: MANY WILL ENTER, FEW WILL WIN. During the Promotion Period, visit sweepstakes.caprisun.com (the "Website") follow the links and instructions to complete and submit the registration form, including providing your own email address, or your parent/legal guardian's email address if you are under thirteen (13) years old at the time of entry, and create a username and password (on first visit only). **When creating a username, do not use your first and/or last name. Be sure to remember your username and password for future use.** If you are under thirteen (13) years old at the time of sign-up, an email notification will be sent to the parent/legal guardian's email address provided at the time of the first entry giving your parent/legal guardian the option to opt you into further participation in the Sweepstakes. If you are under the age of thirteen (13) and your parent or legal guardian does not opt you into participation, you will not be able to enter or participate in any element of the Sweepstakes.

If your parent allows you to participate in the Sweepstakes or if you are thirteen (13) or older, during Promotion Period, visit the Website, register or log in and you will receive one (1) Sweepstake entry.

By participating in the Sweepstakes, as outlined above, by initially registering on the Website you may receive one hundred (100) My Nintendo Platinum Points ("Offer"). Limit: One (1) Offer per email address/person during the Promotion Period. Points available while supplies last. My Nintendo Platinum Points can be redeemed by eligible participants at <https://my.nintendo.com/>. A free Nintendo Account is required to receive and redeem My Nintendo Platinum Points. By creating a Nintendo Account, user will be automatically enrolled in the My Nintendo Rewards Program. My Nintendo Rewards Points Program Terms of Service apply https://accounts.nintendo.com/term_point. Once added to user's Nintendo Account, My Nintendo Platinum Points must be redeemed no later than April 30, 2024 11:59 pm Pacific Daylight Time.

Limit: Each entrant may enter the Sweepstakes one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

How to Receive Bonus Sweepstakes Entries: MANY WILL ENTER, FEW WILL WIN. During the Promotion Period, there are two (2) ways to receive bonus Sweepstakes Entries, as outlined below. If you are thirteen (13) years of age or older, you may participate in option a or b. If you are under the age of thirteen (13), you may only participate in option b.

a. Make a Qualifying Purchase and Upload your Receipt: During the Promotion Period, purchase one of the following specially-marked packages of Capri Sun (each a "Qualifying Purchase"):

Capri Sun 10ct and 30ct Fruit Punch, Strawberry Kiwi, Pacific Cooler & Capri Sun 30ct Variety Pack .

Be sure to keep your receipt. Online purchases are not eligible. Receipts cannot be given away, bartered, auctioned, sold, or traded and all such receipts may be void. Participation in the Program by individuals who do so may be terminated at Sponsor's discretion.

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.

Follow the links and instructions to upload your receipt image. Each receipt can only be uploaded once.

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. 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.

Once your receipt is approved, you will receive one (1) entry into the Sweepstakes.

b. Alternate Method: To receive a bonus Sweepstakes entry without making a Qualifying Purchase, hand print, on a 3" x 5" piece of paper, your parent or legal guardian's information (if you are under the age of thirteen (13)) or your information for the following: name, email address, and date-of-birth and mail it in an envelope to: "Capri Sun & Nintendo Sweepstakes," c/o Merkle Inc., P.O. Box 5021, Department 859488, Kalamazoo, MI 49003-5021. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by April 1, 2024 and received by April 8, 2024. 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.

Limit: Up to ten (10) bonus Sweepstakes entries, per email address/person, during the Promotion Period regardless of method or combination of methods of entry.

5. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around April 11, 2024. The potential winners will be notified by email. Potential winners (or parent/legal guardian if winner is a minor in his/her state of residence) may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prizes: FIVE HUNDRED (500) GRAND PRIZES: Each prize includes one (1) Nintendo Switch - OLED Model system and (1) download code for a digital Nintendo Switch game to be selected by the Sponsor. Approximate Retail Value ("ARV"): \$409.98.

The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. 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 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. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit of one (1) prize per person. Total ARV of all prizes: \$204,990.00.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Nintendo of America Inc., Administrator, and their respective 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 Sweepstakes or receipt or use or misuse of any prize.

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

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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 Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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 Sweepstakes 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 Sweepstakes 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.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

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

12. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy for child-directed sites: <http://www.kraftheinzcompany.com/NewPrivacyPolicy.html>.

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

© 2023 Merkle, Inc. All Rights Reserved.

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