## **COUNTRY TIME LEGAL-ADE**

## PROGRAM TERMS AND CONDITIONS

## NO PURCHASE NECESSARY.

## OPEN TO RESIDENTS OF THE 50 UNITED STATES (AND D.C) WHO ARE THE PARENT OR LEGAL GUARDIAN OF A CHILD 14 YEARS OF AGE OR YOUNGER OPERATING A LEMONADE STAND

1. HOW TO PARTICIPATE: Program begins at 9:00 am ET on June 7, 2018 and ends at 11:59 pm ET on August 31, 2018 or when \$60,000 worth of Offers (as defined below) have been awarded, whichever comes first (the "Program Period"). There are two ways to enter: (1) If your child received a fine for operating a lemonade stand without a permit during the 2017 or 2018 calendar year, take a photo of the fine and a write brief description of what your child's lemonade stand means to him or her, in his or her own words. (2) If you are seeking reimbursement for a permit, follow the instructions to upload the image of the permit for 2018 and a brief description of what your child's lemonade stand means to him or her, in his or her own words. obtaining your permit, check the website to make sure the \$60,000 limit has not yet been reached. The image must be clear and legible and include name of applicant, date, cost of the permit, city, and state. Then, visit www.countrytimelegalade.com and complete and submit the registration form including a valid home address (P.O. Boxes are not permitted). The image and description will be collectively referred to as your submission ("Submission"). Once your image has been validated, you will receive the exact amount to cover the fine or permit, up to \$300, via a check (the "Offer"), provided the limit has not been reached. Sponsor makes no guarantee that the limit will not be reached between the time of checking the status of available funds and your actual Submission.

<u>Limit</u>: One (1) Offer per person/per email address or household. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) Offer by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Submission and that participant may be disqualified. The Offer will be fulfilled within 6-8 weeks of submission approval.

If any individuals other than yourself are mentioned in the Submission, you must have the permission of the individuals (or their parent's or legal guardian's permission if individuals are minors) to use their name in the Submission. Proof of such permission may be required at Sponsor's discretion. Uploading any Submission further constitutes your consent to grant the Sponsor certain rights in and to the Submission, as described, below. Each Submission entered must meet all Submission Guidelines (described below) and be different from any entries previously submitted by you. Entry must be made in your name only, regardless of whether others contributed to or appear in the Submission. Submissions that are lost, late, incomplete, illegible or corrupted are void and will not be accepted. Submissions that are found to be copies of other Submissions previously entered or to contain content plagiarized from other websites and/or publications will be void and will result in disqualification.

**Submission Guidelines**: Submissions cannot: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain or reference nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities

that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) contain copyrighted materials owned by others without permission; and (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. By entering a Submission you warrant and represent that: (v) it has not been previously published; (w) it has not received previous awards; (x) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (v) the other persons depicted in the Submissions, if any, have given written consent to its entry into the Program and use as contemplated by these Program Terms and Conditions; and (z) publication of the Submissions via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant will indemnify and hold harmless Sponsor from any claims to the contrary. Submissions that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Program for any reason will be disqualified.

- **2. ELIGIBILITY:** Open to residents of the 50 United States (and D.C) who are the parent or legal guardian of a child 14 years of age or younger operating a lemonade stand.
- **3. RELEASE:** By participating in this Program, participant agrees to release and hold harmless Sponsor, HelloWorld, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer 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 arising out of participation in the Program.
- **4. PUBLICITY:** Acceptance of Offer shall constitute and signify each Participant's agreement and consent that Sponsor and its designees may use the Participant's name, city, state, likeness, photo, and/or information in connection with the Promotion for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, social media platforms, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.
- **5. GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in a 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 Terms and Conditions shall not constitute a waiver of that provision.
- **6. RIGHTS IN SUBMISSIONS:** In consideration of entrant's Submission being reviewed and evaluated for this Program, each entrant hereby grants to the Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, edit, delete or display such Submission, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms

of internet and wireless protocol without limitation and without any further right of approval or compensation. Each entrant authorizes the Sponsor and any entities affiliated or in privity with the Sponsor, to utilize, for eternity and in any manner they see fit, the Submission submitted to Sponsor and to make derivative works from such material. Each entrant agrees that the results and proceeds of such use shall become the property of Sponsor and/or Sponsor's licensees, and shall be freely assignable by Sponsor and that the Promotion Parties and their assignees and licensees shall have no obligations whatsoever to entrant. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. Each entrant releases the Promotion Parties, the Released Parties, and each of their respective assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each entrant agrees and acknowledges that participation in the Program, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Program, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties or Released Parties and Entrant, does not place the Promotion Parties or Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission, and that the only contracts, express or implied, between the Promotion Parties, Released Parties and entrant are as set forth in these Program Terms and Conditions. In addition, by participating in the Program, each entrant hereby grants permission for the Promotion Parties to use Entrant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

- 7. 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 registration process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of registrations; (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.
- **8. WAIVER:** By participating in this Program, participants (and their parents/legal guardians) waive all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of the entrant and Sponsor in connection with this Program, 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.
- **9. PRIVACY POLICY:** Information collected from participants is subject to the Sponsor's Privacy Policy <a href="http://www.kraftheinzcompany.com/NewPrivacyPolicy.html">http://www.kraftheinzcompany.com/NewPrivacyPolicy.html</a>.

**SPONSOR:** Kraft Heinz Foods Company, 200 East Randolph Street, Suite 7600, Chicago, IL 60601.

ADMINISTRATOR: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.