

HEINZ PLANT MAGIC OFFER (“OFFER”)

TERMS AND CONDITIONS

OPEN TO LEGAL U.S. RESIDENTS 18 YEARS OF AGE OR OLDER WHO HAVE A VALID U.S. PHYSICAL MAILING ADDRESS IN THE CONTINENTAL UNITED STATES (NO P.O. BOXES ALLOWED, EXCEPT IN ND). HEINZ PLANT MAGIC OFFER IS LIMITED TO WHILE SUPPLIES LAST. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

1. **HOW TO PARTICIPATE:** Offer begins at 8:00 am CST on March 29, 2021 and ends at 11:59 pm CST on April 9, 2021 (the “Offer Period”), or while supplies last. Visit www.HeinzPlantMagic.com and follow instructions to complete the offer form. All information you provide will collectively be referred to as your submission (“Submission”). Once your Submission has been validated, you will receive a packet of tomato seeds, to the address provided in the Submission, per the terms below (the “Offer”). Limit one (1) per email/person/household. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) item 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. Sponsor (defined at the end of these terms and conditions) reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of this Offer; or (ii) acting in violation of these Terms and Conditions. The Offer will be fulfilled via USPS First Class mail, for arrival at the address, provided with the Submission. Allow 2-3 weeks for delivery. **Sponsor is not responsible for replacement of any items.** Submission must meet all Submission Guidelines (described below). Submissions that are lost, late, incomplete, illegible or corrupted are void and will not be accepted.

2. **ELIGIBILITY:** Open to legal U.S. residents 18 years of age or older of the 50 United States (and D.C).

3. **RELEASE:** By participating in this Offer, participant agrees to release and hold harmless Sponsor, Arrowhead Promotion and Fulfillment Co., 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 Offer.

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 Offer 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 Offer, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Offer, 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 Offer 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 Offer 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. Each entrant releases the Sponsor and Administrator (collectively, "Offer 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 Offer, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Offer, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Offer Parties or Released Parties and Entrant, does not place the Offer 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 Offer Parties, Released Parties and entrant are as set forth in these Offer Terms and Conditions. In addition, by participating in the Offer, each entrant hereby grants permission for the Offer 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 Offer; (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 Offer; (4) technical or human error which may occur in the administration of the Offer 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 Offer.

8. WAIVER: By participating in this Offer, participants 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 Offer, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

9. PRIVACY POLICY: Information collected from participants is subject to the Sponsor's Privacy Policy <http://www.kraftheinzcompany.com/NewPrivacyPolicy.html> and Administrator's Privacy Policy <https://apfco.com/about/privacy.cfm>

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

ADMINISTRATOR: Arrowhead Promotion and Fulfillment Co., Inc., 1105 SE 8th Street Grand Rapids, MN 55744.