

UFC VIP3 Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER, ONE WILL WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND SUBJECT TO ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS.

1. Eligibility: UFC VIP3 (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of Kraft Heinz Foods Company, Zuffa, LLC, Dentsu McGarry Bowen, LLC, HelloWorld, 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 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. Each person who submits an Entry in accordance with the terms set forth herein is hereinafter referred to as an "Entrant". Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements, including consent to a confidential background check. Due to the nature of the prize offered, if a background check of winner or proposed travel companion reveals conduct that could damage the reputation of or reflect unfavorably on Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified or may be required to propose a new travel companion.

2. Warranty: By entering this Sweepstakes, you represent and warrant that: (a) you are 21 years of age or older at the time of entry; (b) your entry does not violate any law or regulation; and (c) the entry does not contain any virus, bugs, or other deleterious material. By participating in this Sweepstakes, Entrants unconditionally agree to be bound by and have followed the Official Rules, available online at www.VIP3sweepstakes.com.

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

4. Promotion Period/Timing: The Sweepstakes begins on May 7, 2019 at 12:00 a.m. Eastern Time ("ET") and ends on May 27, 2019 at 11:59 p.m. ET (the "Promotion Period"). Twitter's and Instagram's servers are the official time-keeping devices for the Sweepstakes.

5. How to Enter:

To participate During the Promotion Period, 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. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your Tweets or post are viewable by Sponsor.

Enter: During the Promotion Period, take the following actions to receive an entry:

- Follow the brand on your selected Social Account: @P3 (on Instagram) or @P3Protein (on Twitter);
- To enter On Twitter: Tweet what makes you the UFC VIP3 and include #UFCVIP3 #Sweepstakes in your Tweet. Retweets will not accrue entries in this Sweepstakes.
- To enter on Instagram: Locate Sponsor's post advertising the chance to win a trip to Las Vegas to see a UFC 239. Take a screen shot of one of the images included on Instagram post. Post the image on Instagram and include #UFCVIP3 #Sweepstakes in the caption of your post. Instagram stories or Instagram posts where the hashtags are included in a comment to the original post will not be deemed entries.

You will automatically receive one (1) entry into the Sweepstakes drawing for each qualified Tweet or Instagram post. No other forms of entry are valid.

Content Restrictions of Your Tweet/post and its included content (herein "Submission"): Your Submission must be in English. It may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, or any other person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks other than those owned by Sponsor or those owned by the UFC, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. If you include the names or likenesses of other individuals you must have their permission to be included and to grant the rights set forth in Section 5. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.

Released Parties (as defined in Section 10, below) are not responsible for lost, late, unreceived, 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.

Limit: You may enter up to two (2) times per day during the Promotion Period. Each Twitter Submission must be unique to qualify as an entry. Multiple entrants are not permitted to share the same Twitter or Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter or Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. 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 Twitter or Instagram account used to enter 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 or Instagram account. The potential winner may be required to show proof of being an authorized account holder.

THE POTENTIAL WINNING ENTRY IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING.

6. Sponsor's Use of Submissions: Tweeting 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. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes drawing and the selection of the potential winner are final and binding. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around May 28, 2019.

8. Winner Notification: On or around May 28, 2019, the potential winner will be notified by @P3 or @P3Protein on the Social Account used to enter and will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") including consent to agree to a confidential background check for both winner and travel companion, and an IRS Form W-9 which must be received by Administrator within two (2) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner of the prize cannot be contacted, fails to

sign and return the Declaration or provide any other requested information within the required time period, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. If the background check reveals that a potential winner or travel companion has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential winner and/or request that winner propose an alternate travel companion. If winner passes the background check, but the initial travel companion is disqualified, winner may only propose one (1) additional travel companion. If the second travel companion fails the background check, winner may travel alone. If the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Time permitting, Administrator will select up to two (2) alternate winners, after which the prize will remain un-awarded.

9. Prize: ONE (1) GRAND PRIZE: A trip for winner and guest to Las Vegas, NV to attend the UFC 239 Fight on July 6, 2019, have dinner with a dinner with a UFC fighter (Sponsor will select the UFC fighter based on availability) on Friday July 5, 2019, receive UFC apparel and participate in two other Las Vegas activities (details provided to winner during confirmation process). Trip package includes 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 Las Vegas, NV (traveling July 5 – July 7, 2019); two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); two (2) tickets to the UFC 239 Fight (seat locations determined by Zuffa LLC); round trip ground transportation to and from destination airport and hotel; UFC apparel (all details determined by Zuffa LLC); and dinner reservations and passes to select Las Vegas activities. Once confirmed, Winner will be offered a choices or restaurants and activities; Zuffa LLC will make arrangements based on winner's choices and subject to availability during the dates of travel. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Winners are obligated to work with Sponsor's travel agent to book trip immediately upon winner confirmation. Travel and accommodations are subject to availability. 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 Sweepstakes, 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. Travel companion must be eighteen (18) years of age or older as of the date of departure 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 the UFC 239 fight 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. Maximum Approximate Retail Value of prize package: \$4,780. 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. Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period.

PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED.

10. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Zuffa LLC, Administrator, Dentsu McGarry Bowen, LLC, Twitter, Inc., Instagram, LLC, 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.

11. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter/Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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 for any or all of 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.

13. 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, not received, 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.

14. 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 (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 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.

15. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy: <http://www.kraftheinzcompany.com/privacy.html> and to Administrator's Privacy Policy: <http://www.helloworld.com/privacy-policy>.

15. Winner List: For a winner list, visit <http://bit.ly/2UVpdfm>. The winner list will be posted after winner confirmation is complete.

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