

## **Hot Pockets Halo Infinite Promotion Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, DISTRICT OF COLUMBIA, 18 AND OLDER (OR 19 AND OLDER FOR RESIDENTS OF AL AND NE). VOID WHERE PROHIBITED BY LAW.**

**BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.**

### **Eligibility**

The Hot Pockets Halo Infinite Promotion (the "Sweepstakes") is open only to legal residents of the 50 United States, and District of Columbia who are eighteen (18) years or older at the time of entry (or 19 or older for residents of AL and NE). No purchase necessary to enter the Sweepstakes. Employees of Nestlé USA, Inc., Brandmovers, Inc., Microsoft Corporation, 343 Industries, a division of Xbox Game Studios, the makers of Halo game series, participating retailers, Xbox, NRG, and/or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor, the "Sweepstakes Entities") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Sponsor:** Nestlé USA, Inc. 1812 N. Moore Street, Arlington, VA 22209

**Administrator:** Brandmovers, Inc., 1519 Carroll Drive, Atlanta, GA 30318.

### **Sweepstakes Period**

The Sweepstakes begins at 12:00:00 AM Eastern Time ("ET") on October 1, 2021 and ends at 11:59:59 PM ET on March 31, 2022 (the "Sweepstakes Period"). The Administrator's clock is the official timekeeper for this Sweepstakes.

### **How to Enter**

There are two (2) ways to enter this Sweepstakes:

**(1) Qualifying Purchase(s):** To enter via this method of entry, (i) visit a participating retail location, (ii) purchase any specially-marked box of Hot Pockets

("Qualifying Purchase") **between October 1, 2021 and January 31, 2021** ("Purchase Period") - See Appendix A for list of Qualifying Purchases; (iii) take a photo of your receipt showing the Qualifying Purchase made during the Purchase Period ("Photo"), and (iv) visit [hotpockets.com/halo](https://hotpockets.com/halo) ("Website") to find, complete and submit the online entry form which includes a section to upload your Photo of your Qualifying Purchase. Upon Administrator's receipt of the entry form and qualifying Photo, entrant will automatically receive one (1) entry into the random drawing. Message and data rates may apply to Qualifying Purchase/Photo entries submitted from a mobile device. All Qualifying Purchase entries and Photos must be received by 11:59:59 PM ET on March 31, 2022.

Or: **(2) Email:** To enter without making a Qualifying Purchase, send an email with your first name, last name, email address, telephone number and birth date to [promotions@brandmovers.com](mailto:promotions@brandmovers.com) with "Hot Pockets Halo" in the Subject line of the email, to automatically receive one (1) entry into the Sweepstakes. All email entries must be submitted by 11:59:59 PM ET on March 31, 2022 to be included in the random drawing. **Entries may hereafter be referred to as an "Entry" or "Entries".**

**Limit one (1) Entry per person, per day regardless of the method of entry.**

#### **Privacy Policies and Data Collections**

Any information collected during an entrant's participation in this Sweepstakes will be collected in accordance with the terms of Sponsor's Privacy Notice. Please review Sponsor's Privacy Notice: <https://privacy.nestleusa.com>. By entering this Sweepstakes, each entrant agrees that the Sponsor and/or Administrator has the right to contact the entrant by phone or email at the phone number or email address provided by entrant, to administer and/or fulfill this Sweepstakes.

#### **Winners Selection**

There will be a total of one (1) Grand Prize winner, ten (10) First Prize winners and fifty (50) Second Prize winners (each referred to individually as a "Winner" and collectively as the "Winners"). The Winners will be randomly selected by Sponsor or Administrator on or about April 1, 2022, from among all eligible Entries received during the Sweepstakes Period. The potential Winners will be contacted by Sponsor or Administrator either via email or telephone on or about the day they are selected as a potential winner (the "Winner Notification"). The Winner Notification message will be sent on or about the day the entrant is selected as a potential Winner. Sponsor and Administrator decisions as to the administration and operation of the Sweepstakes and the selection of potential Winners are final and binding in all matters related to the Sweepstakes. Odds of winning depend on the number of eligible Entries received during the Sweepstakes Period.

Failure of a potential Winner to respond to the Winner Notification message within **forty-eight (48) hours** of notification for any reason may result in disqualification and an alternate potential Winner may be selected, time permitting, at Sponsor's

sole discretion. Sponsor is not responsible for any technical issues or a potential Winner's failure to receive or respond to any Winner Notification message due to any technical issue, or due to a potential winner's spam email, junk email, or other email security settings.

### **Verification of Prize Winners**

Except where prohibited, a potential Winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Release") which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim a prize. If a potential Winner of any prize cannot be contacted, fails to sign and return the Release or 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 prize. Within a reasonable time after Administrator's receipt of the Winner's Release or other required message response, which must contain prize Winner's street address located within the 50 U.S. states, or D.C. Administrator will mail the applicable prize to the Winner. Sponsor and Administrator are not responsible for lost, late, delayed, mutilated, damaged, wrong address, or stolen prize sent to the address as provided by each prize Winner.

### **Prizes and Approximate Retail Values ("ARV's")**

**One (1) Grand Prize** will be awarded consisting of the following: one (1) 75" Q90 Samsung 4K Gaming TV; one (1) Xbox Series X console; one (1) copy of Halo Infinite game; one (1) Razer Kaira Pro headset; one (1) 1-year Xbox Game Pass Ultimate; and a decade worth of Hot Pockets (decade worth of Hot Pockets to be awarded in the form of check to Grand Prize winner in the amount of \$2,080). **ARV of Grand Prize: \$5,608.96.**

**Ten (10) First Prizes** will be awarded, each consisting of the following: one (1) Xbox Series S console; one (1) copy of Halo Infinite game; one (1) Razer Kaira Pro headset; and a one-year supply of Hot Pockets (consisting of 52 coupons, each redeemable for one (1) FREE 2-pack of Hot Pockets (up to \$3.99)). **ARV of First Prizes: \$717.97 each.**

**Fifty (50) Second Prizes** will be awarded, each consisting of the following: - one (1) Hot Pockets t-shirt and a one-year supply of Hot Pockets (consisting of 52 coupons, each redeemable for one (1) FREE 2-pack of Hot Pockets (up to \$3.99)). **ARV of Second Prizes: \$228.00 each.**

Coupons exclude sales tax. Coupons are subject to the expiration date and terms and conditions set forth thereon. Microsoft account and internet required to play Halo Infinite. All prizes and prize components shall be selected and determined by Sponsor in its sole discretion. Each Winner is solely responsible for any local, state and federal taxes. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Total ARV of all prizes is: **\$24,188.66.**

### **Prize Restrictions and Limitations**

All Prizes: All prizes will be awarded provided they are validly claimed by May 31, 2022, after which no alternate potential Winners will be selected, nor unclaimed prizes awarded. No more than the stated number of prizes will be awarded. Prizes cannot be used in conjunction with any other promotion or offer. Prizes are subject to availability, non-transferable, non-negotiable, not redeemable for cash, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any prize or prize component for one of equal or greater value for any reason. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of any prize are solely the responsibility of each Winner. Grand Prize winner and First Prize winners will be issued a W-9 IRS Tax Form with the Release and a subsequent 1099 IRS Form for the actual retail value of their prize. All prizes in connection with the Sweepstakes are provided "as is" without warranty of any kind, either express or implied, and Sponsor hereby disclaims all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement. Allow 6-8 weeks for delivery of prizes. **Limit one (1) prize per person.**

### **Entry Conditions and Release**

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entry, creation of an Entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of Entry; and (c) indemnify, defend and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liabilities (including, without limitation, reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of a prize.

### **General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any

federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the Winners in a random drawing from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. 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 these Official Rules 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. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

### **Limitations of Liability**

The Sweepstakes Entities as set forth above 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; or (5) 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 Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Sweepstakes, provided that if it is not possible to award another Entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor,

at its 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. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover prize at its sole discretion.

### **Disputes/Governing Law**

Except where prohibited, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of winners or for any disputes arising from the loss or injury from the redemption of a prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of prizes) shall be submitted to final, binding arbitration conducted in Arlington County, VA under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Virginia state or federal court judge with experience in entertainment matters who shall follow Virginia law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Arlington County, VA including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Sweepstakes Entities shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Arlington County, VA. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Arlington County, VA; (iii) 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 (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. **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 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 Virginia, without giving effect to any choice of law or conflict of law rules (whether of the State of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Virginia.

### **Publicity**

Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, hometown and state, photograph, voice, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

**Sweepstakes Winners List**

For a list of the Sweepstakes Winners' names (available after April 30, 2022), send a hand-printed, self-addressed, stamped envelope to: Winners List, Hot Pockets Halo Infinite Sweepstakes Winners, Brandmovers, Inc., 1519 Carroll Drive, Atlanta, GA 30318. Residents of Vermont may omit return postage.

**Official Rules**

For a copy of these Official Rules, see the Website.

**Appendix A**

<b>Flavor of Hot Pockets</b>	<b>Count/Size</b>
Crispy Buttery Crust Hickory Ham & Cheddar	2 Pack and 12 Pack
Croissant Crust Hickory Ham & Cheddar	2 Pack and 12 Pack
Crispy Crust Pepperoni Pizza	2 Pack and 12 Pack
Garlic Buttery Crust Pepperoni Pizza	2 Pack and 12 Pack