

SNACK + PLAY CONTEST (the “Contest”)
Official Rules (the “Rules”)

NO PURCHASE NECESSARY. Must be age of majority in your province/territory of residence and a resident of Canada to participate. During the Contest Period, eligible participants can visit www.orvillepogo.ca or scan a QR code to access the Contest website and complete a form to be eligible to receive one (1) entry. Entry in this Contest constitutes acceptance of these Rules. Nintendo is not a sponsor, co-sponsor or administrator of this Contest.

1. **SPONSOR/ADMINISTRATOR:** This Contest is sponsored by Conagra Brands Canada Inc. (the “**Contest Sponsor**”) and the Contest is being administered on behalf of the Contest Sponsor by LPI Communications Group (the “**Administrator**”).
2. **ELIGIBILITY:** The Contest is open to residents of Canada who: i) are age of majority in their province or territory of residence at the time of entry; and ii) are not an employee, contractor, agent or representative of the Contest Sponsor or Administrator, Nintendo, or any of their respective affiliates, agencies, distribution companies, prize suppliers, the Contest judge (collectively the “**Contest Parties**”), or a member of the immediate family (parent, spouse, sibling, child) of, or domiciled with, any of the foregoing persons.

To be eligible, participants must have online access with a valid email address as of the date of their entry. **Each eligible person can only be entered once per calendar day through any entry method.** A “day” is defined as a twenty-four (24) hour time period between 12:00:00 am ET and 11:59:59 pm ET of the same day. If the identity of an entrant is disputed, the authorized account holder of the email address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the email address by an online service provider, Internet access provider or other organization responsible for assigning the email address for the domain associated with the submitted email address is considered the authorized account holder. An entrant may be required to provide the Contest Sponsor or the Administrator with proof that they are the authorized account holder of the email address associated with the entry in question.

If you participate via a mobile device, you may incur standard data or other charges from your wireless service provider. Check with your wireless service provider for details on these and other applicable charges. Entrants are solely responsible for any such data charges. If you do not have Internet access via a personal computer, your local library or Internet café may be able to provide access to the Internet and a number of Internet service providers and other companies offer free email accounts.

3. **CONTEST PERIOD:** Contest starts on September 2, 2024, at 12:00:00 am Eastern Time (“**ET**”), and Contest closes December 16, 2024, at 11:59:59 pm ET (the “**Contest Period**”). No entries will be accepted outside of the Contest Period.
4. **HOW TO ENTER:** Visit www.orvillepogo.ca or scan a QR code and fully complete the Contest entry form with all required information. To be eligible to earn an entry, you must enter a valid UPC code from a qualifying Orville Redenbacher® or POGO® product (see Exhibit A for a list of qualifying Orville Redenbacher® & POGO® products). A participant who fully completes the Contest entry form (including, without limitation, by entering a confirmed valid UPC code) will receive one (1) entry into the Contest. Limit of one (1) UPC code entry per person per

calendar day. **Each person can only be entered once per calendar day no matter the method of entry.**

All entries must be properly received and recorded by the Administrator's computer within the Contest Period in order to be eligible for the chance to win a Prize.

No other form of submitting an entry is valid other than as stated above or in Section 5 (below). Multiple participants may not share the same email address. Participants may not enter with multiple email addresses, nor may participants use any other device to enter under multiple identities. Any participant who attempts to enter with multiple email addresses or accounts under multiple identities will be disqualified and forfeits any prize won, in the Administrator's sole discretion.

5. **NO PURCHASE NECESSARY:** Purchase is not required and does not enhance or otherwise impact a person's chances of winning. If you wish to enter the Contest without purchase, please visit <https://www.orvillepogo.ca/amoe> and complete the online form including your full name, email address, a one-hundred (100) word original essay answering the question "Why would you like to win a Nintendo Switch Prize Pack for your family?" and confirm you are age of majority in your province or territory of residence and a resident of Canada. Limit of one (1) request per unique form submission. Limit of one (1) no purchase necessary entry per person per calendar day. Administrator will validate the submission and, upon validation, will award you one (1) entry into the Contest (the "No Purchase Entry"). **Each person can only be entered once per calendar day no matter the method of entry.**

6. **HOW TO WIN A PRIZE: Weekly Prize Draw:** A random draw will be conducted at specific times as outlined below with the first draw being held on September 10, 2024 and last draw being held on December 18, 2024. Each random draw will be held at approximately 2:00 pm ET at the Administrator's office in Detroit (Michigan, United States), from among all eligible entries received during the Contest Period prior to 11:59:59pm ET on the day before Prize Draw date (with the exception of the December 18th date which will include all eligible entries received during the Contest Period prior to 11:59:59 pm ET on December 16, 2024) (each, a "Weekly Prize Draw"). There will be a total of fifteen (15) Weekly Prize Draws during the Contest Period. The Prize Draws will take place on the following dates: September 10, 17, 24, October 1, 8, 15, 22, 29, November 5, 12, 19, 26, December 3, 10 & 18. Five (5) entrants will be randomly drawn during each Weekly Prize Draw for a total of seventy-five (75) potential Weekly Prize Winners during the Contest. Odds of winning depend on the total number of eligible entries received to date during the Contest Period prior to the Prize Draw that week. All eligible entries not selected in relation to a Weekly Prize Draw will automatically be rolled over into the next Weekly Prize Draw. Each entrant selected as eligible to win a Weekly Prize will be notified by email within three (3) business days following the Weekly Prize Draw.

Please see the additional prize conditions in Rule 7 for conditions applicable to the Weekly Prize.

No responsibility is assumed by the Contest Parties for any inability of a potential entrant to successfully enter the Contest for any reason or for any Weekly Prize that may remain unclaimed or unawarded. The Contest Sponsor and the other Contest Parties are not responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible or incomplete entries or other information. Proof of transmission (e.g., screenshots) does not constitute proof of receipt.

See “How To Claim a Prize” for further information.

7. **PRIZES:** There are seventy-five (75) Weekly Prizes (each a “Weekly Prize”) available to be won during the Contest (15 Weekly Prizes, per Weekly Prize Draw). The details of the Weekly Prize are outlined below. The number of Weekly Prizes available to be won will diminish as they are claimed throughout the Contest Period. Once the total number of prizes have been distributed, no further prizes will be available. Weekly Prizes must be accepted as awarded. Weekly Prizes are non-transferable and non-redeemable for cash. No substitutions, except by the Contest Sponsor, who reserves the right to substitute a Weekly Prize with a prize of equal or greater value. Awarding of a Weekly Prize is subject to verification and compliance with these Rules. Entrants who have not complied with these Rules will be disqualified. The Contest Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any Weekly Prize. The Contest Sponsor, Administrator and other Contest Parties are not responsible for any Weekly Prize once it has been sent. The replacement of a missing Weekly Prize is at the sole and absolute discretion of the Contest Sponsor. Any unclaimed Weekly Prize will not be awarded. Weekly Prize may be forfeited if verification cannot be affected following reasonable efforts by Contest Sponsor. **Limit of one (1) Weekly Prize per person and/or mailing address during the Contest Period.**

The Weekly Prize includes:

- One (1) Nintendo Switch™ – OLED Model system and one (1) download code for a digital version of a Nintendo Switch game (as determined by Sponsor)
- A One (1) year supply of Orville Redenbacher® popcorn where “a year’s worth of popcorn” is defined as fifty-four (54) bags of microwaveable popcorn. This part of the prize will be shipped in 2 separate installments spaced approximately 6 months apart. The type of popcorn each winner receives will be determined by the Contest Sponsor at its sole discretion (subject to availability).

The approximate retail value of each Weekly Prize is CAD\$565.00 (five-hundred and sixty-five dollars).

8. **HOW TO CLAIM A WEEKLY PRIZE:**

If you are selected as a potential Weekly Prize Winner, you will be sent an email to the email address associated with your entry informing you that you are a potential winner (the “Prize Claim Notification”).

In order to claim a Weekly Prize, within three (3) business days from the Prize Claim Notification at the email provided, regardless of when it is received:

- the potential winner must claim their Weekly Prize as instructed in the Prize Claim Notification;
- the potential winner will be required to correctly answer a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, which will be administered on the Declaration of Compliance and Release;
- the potential winner must sign and accept the terms of a Declaration of Compliance and Release, which confirms compliance with these Rules and releases the Contest Sponsor, Administrator and other Contest Parties from all liability with respect

to the entrant's participation in this Contest and the awarding, use and misuse of any Weekly Prize; and

- the potential winner must supply their complete mailing address and information to receive the Weekly Prize
- the potential winner may be asked to supply valid photo identification.

Once these steps have been completed, the Contest Sponsor's designated agent will confirm the potential winner as a verified Weekly Prize winner. Once verified, the Contest Sponsor's designated agent will make arrangements for fulfillment of the Weekly Prize. Weekly Prizes will be delivered within 4 – 6 weeks after verification, with one additional popcorn shipment in 6 months. The Contest Sponsor, Administrator and other Contest Parties are not responsible for failed attempts to fulfill the Weekly Prize and make the appropriate arrangements.

If a potential prize winner of a Weekly Prize does not respond to the Prize Claim Notification within three (3) business days to complete the prize claim process as outlined above, is found to be ineligible for any reason, declines to accept the Weekly Prize, or incorrectly answers the required mathematical skill-testing question, the potential winner will be disqualified and will forfeit the Weekly Prize. The Contest Sponsor may then, at their sole and absolute discretion and time-permitting, select another eligible entrant for the applicable Weekly Prize and who will be subject to disqualification in the same manner. The Contest Sponsor, Administrator and other Contest Parties will not be responsible for failed attempts to notify any potential winner. Weekly Prizes cannot be sent to PO boxes. Weekly Prizes can only be delivered within Canada.

9. **ADDITIONAL CONDITIONS OF PARTICIPATION:** By participating in this Contest, entrant accepts and agrees to these Rules and all decisions of the Contest judges (who may be employees, agents or independent contractors of the Contest Sponsor or Administrator), which shall be final and legally binding on entrant in all matters relating to this Contest. All entries become the property of the Contest Sponsor and will not be returned. In order to be confirmed a winner and receive any prize, the selected entrant will be required to sign and accept the Contest Sponsor's Declaration of Compliance and Prize Release form which confirms compliance with these Rules and releases the Contest Sponsor, Administrator and other Contest Parties from all liability with respect to the entrant's participation in this Contest and the awarding, use/misuse of any prize. Winners agree to the use of their name, image, likeness, persona, and city/province of residence for publicity purposes, and grants to the Contest Sponsor any and all rights to said use without further notice or compensation unless prohibited by law. The Contest Sponsor, Administrator and other Contest Parties, and each of their respective affiliates: i) are not responsible for printing, technical errors, distribution, or production errors; and ii) do not warrant that access to, or use of the Contest will be uninterrupted or error-free.

Entrants and/or winners assume liability for injuries caused or claimed to be caused by participating in the Contest, by the acceptance, possession, use or misuse of any prize awarded, including but not limited to claims/damages for personal injury, or property damage. Moreover, as a condition of entering, entrants agree: (a) to release the Contest Sponsor, Administrator, the other Contest Parties, and each of their officers, directors, employees and

agents, from any and all liability, loss or damage incurred with respect to participating in the Contest or the awarding, receipt, possession, and/or use or misuse of any prize, (b) that under no circumstances will entrant be permitted to obtain awards for punitive, incidental, consequential, or any other damages and entrant hereby waives all rights to claim for all such damages; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.

10. **EVENTS INTERFERING WITH CONTEST ADMINISTRATION:**

- a. Termination, Modification or Suspension: The Contest Sponsor may, at their sole discretion and without liability to Contest entrants, terminate the Contest in whole or in part, or modify or suspend the Contest at any time without notice in the event any of the following situations arise in the Contest Sponsor's sole opinion: any impedance or prevention of the Contest Sponsor ability to administer the Contest as planned or intended by an event beyond the Contest Sponsor control, including but not limited to an act of God, fire, flood, natural or manmade epidemic or crisis, earthquake, explosion, labour dispute or strike, telecommunications equipment failure, utility-related disruptions, software viruses, software bugs, computer programming errors, terrorist threat or activity, war (declared or undeclared), any federal, provincial, territorial or local government law, order or regulation, public health crisis, pandemic, the order of any court or jurisdiction, or by any other cause not reasonably within the Contest Sponsor's control. Without restricting the generality of the foregoing, if for any reason more entrants receive notification of eligibility to win a prize than the number of prizes stated herein, the Contest Sponsor reserves the right, in its sole discretion, to terminate the Contest in whole or in part, or amend or suspend it and award only the number of prizes stated in these Rules via a random drawing for the prizes not yet distributed at the time the Contest is terminated, suspended or amended.
- b. Procedure upon Early Termination: In the event of early termination of the Contest, a notice will be posted online and a random drawing to award the prize(s) will be conducted from among all eligible entries received prior to the time of termination. In no event will the number of prizes awarded exceed the available number of prizes as specified in these Rules.

11. **RELEASE:** By participating in this Contest, all participants declare that they have read, understood and complied with the Rules, and for winners, consent to the use of their name, biographical information and/or likeness for the purposes of advertising and promotion without further notice or compensation unless prohibited by law, agree to abide by all decisions by the Contest Sponsor (which are final), and agree to release, indemnify and hold harmless the Contest Sponsor, Administrator, the other Contest Parties, and each of their affiliates, directors, officers, employees, professional advisors and advertising and promotional agencies (collectively, the "**Released Parties**") from any liability in connection with participating in this Contest and/or any prize awarded. The Released Parties are not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete, garbled or delayed computer transmissions including lost, misappropriated or corrupted entries,

virus, worm or Trojan Horse damage or any other damage which may limit a participant's ability to participate in the Contest. Before a prize is awarded, prize winners will be required to sign a standard declaration of compliance with the Rules and release form(s) releasing the Released Parties from any and all liability arising out of, pursuant to, or as a result of the carrying out of the Contest, including, without limitation, liability arising from the acceptance of and usage of the prizes as awarded, the administration of the Contest and the selection of a potential winner.

12. **GENERAL:** All decisions of the Contest Sponsor shall be final. The Contest Sponsor is not responsible for errors in the offer or administration of this Contest, including but not limited to, errors in the advertising, the Rules, selection of the winners or the distribution of any prize. The Contest is subject to all applicable federal, provincial/territorial, municipal and local laws. The Contest Sponsor reserves the right to modify or terminate this Contest at any time without notice to participants.

13. **PRIVACY:** The Contest Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Contest Sponsor and Administrator to conduct the Contest and fulfill any prize requirements. With your consent, we may collect, use and disclose your information in accordance with our privacy policy. For more information regarding the manner of collection, use and disclosure of personal information by the Contest Sponsor, please refer to the Contest Sponsor's privacy policy, available at <http://www.conagrabrands.ca/en/privacy-policy>.

14. **DISPUTES:**

To the fullest extent permitted by law all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.

15. **CONFLICTS/DISCREPANCIES:** In the event of a conflict between any Contest details contained in these Rules and any Contest details contained in Contest advertising materials (including, but not limited to, online, point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Contest as set forth in these Rules shall prevail.

16. **INTELLECTUAL PROPERTY.** Nintendo trademarks and copyrights are properties of Nintendo. All intellectual property of Contest Sponsor, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the respective owner and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express prior written consent of its owner is strictly prohibited.

17. **SOCIAL MEDIA.** This Contest is in no way sponsored or endorsed by any social media platforms on which the Contest may have been promoted and/or publicized.

18. **INVALIDITY:** 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.

ALL TRADEMARKS AND LOGOS ARE PROPERTY OF THEIR RESPECTIVE OWNERS. © 2024 Conagra Brands Canada Inc. or affiliates.

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Exhibit A: Qualifying Orville Redenbacher® and POGO® Products

- Orville Redenbacher Original Popcorn Kernels (1 x 850 g)
- Orville Redenbacher Original Popcorn Kernels (1 x 3.6 kg)
- Orville Redenbacher Buttery Microwave Popcorn (3 x 82 g bags)
- Orville Redenbacher Buttery Microwave Popcorn (6 x 82 g bags)
- Orville Redenbacher Buttery Microwave Popcorn (10 x 82 g bags)
- Orville Redenbacher Buttery Microwave Popcorn (4 x 43 g mini bags)
- Orville Redenbacher Buttery Microwave Popcorn (8 x 43 g mini bags)
- Orville Redenbacher Buttery Microwave Popcorn (18 x 82 g bags)
- Orville Redenbacher Buttery Microwave Popcorn (24 x 99 g bags)
- Orville Redenbacher Extra Buttery Microwave Popcorn (3 x 82 g bags)
- Orville Redenbacher Extra Buttery Microwave Popcorn (6 x 82 g bags)
- Orville Redenbacher Extra Buttery Microwave Popcorn (10 x 82 g bags)
- Orville Redenbacher Extra Buttery Microwave Popcorn (18 x 82 g bags)
- Orville Redenbacher Extra Buttery Microwave Popcorn (24 x 99 g bags)
- Orville Redenbacher Light Buttery Microwave Popcorn (6 x 76 g bags)
- Orville Redenbacher Light Buttery Microwave Popcorn (10 x 76 g bags)
- Orville Redenbacher Light Buttery Microwave Popcorn (24 x 80 g bags)
- Orville Redenbacher Simply Salted Microwave Popcorn (6 x 82 g bags)
- Orville Redenbacher Smart Pop Microwave Popcorn (3 x 70 g bags)
- Orville Redenbacher Smart Pop Microwave Popcorn (6 x 70 g bags)
- Orville Redenbacher Smart Pop Microwave Popcorn (10 x 70 g bags)
- Orville Redenbacher Smart Pop Microwave Popcorn (4 x 31 g mini bags)
- Orville Redenbacher Smart Pop Microwave Popcorn (8 x 31 g mini bags)
- Orville Redenbacher Sweet & Salty Kettlecorn Microwave Popcorn (6 x 82 g bags)
- Orville Redenbacher Select White Microwave Popcorn (6 x 86 g bags)
- Orville Redenbacher Sea Salt Microwave Popcorn with Avocado Oil (5 x 77 g bags)
- Orville Redenbacher Movie Theatre Butter Ready-to-Eat Popcorn (150 g)
- Orville Redenbacher Simply Salted Ready-to-Eat Popcorn (116 g)
- Orville Redenbacher Sweet and Salty Kettlecorn Ready-to-Eat Popcorn (220 g)

- Orville Redenbacher White Cheddar Ready-to-Eat Popcorn (190 g)
- Orville Redenbacher Brown Sugar and Sea salt Ready-to-Eat Popcorn (190 g)
- POGO Original Cooked Batter Weiner Stick, 10's (750g)
- POGO Original Cooked Batter Weiner Stick, 20's (1.5kg)