

**DiGiorno Pizza Kickoff Sweepstakes
Official Rules**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE 50 UNITED STATES OR DISTRICT OF COLUMBIA.

Sponsor: Nestlé USA, Inc. 1812 N. Moore Street, Arlington, VA 22209 (“Sponsor”).

Administrator: Snipp Interactive, 6708 Tulip Hill Terrace, Bethesda, MD, 20816 (“Administrator”).

Sweepstakes Period: DiGiorno Pizza Kickoff Sweepstakes (“Sweepstakes”) begins at 12:00:01 A.M. Eastern Time (“ET”) on November 15, 2023 and ends at 11:59:59 P.M. ET on December 31, 2023 (“Sweepstakes Period”).

Eligibility: The Sweepstakes is open to legal residents of the fifty (50) United States or the District of Columbia, who are at least eighteen (18) years of age, or the age of majority in their state of residence (which is nineteen (19) in Alabama and Nebraska, twenty-one (21) in Mississippi, and eighteen (18) in all other states) at the time of entry. Void where prohibited or restricted by law. Employees of Sponsor, Administrator, Fanatics, Inc. or any of their respective parents, affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution, or distribution of the Sweepstakes (collectively with Sponsor and Administrator the “Sweepstakes Entities”), as well as the immediate family (spouse, parents, and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee, whether or not related, are not eligible to enter or win.

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrants’ 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.

How To Enter: During the Sweepstakes Period, visit <https://digiornokickoff.snipp.us> (“Website”) and follow the instructions to provide your email address and agree to these Official Rules, then click “Enter Now” to receive one (1) base entry in the Sweepstakes (“Base Entry”). **Limit one (1) Base Entry per person/email address per day during the Sweepstakes Period.**

How To Receive additional entries:

- **Via signing up for Sponsor’s Email Updates:** During the Sweepstakes Period, after submitting a Base Entry, you may obtain one (1) additional entry agreeing to receive emails from the Sponsor by checking the box in the space indicated to provide such consent (“Email Entry”). You can unsubscribe at any time. **Limit one (1) Email Entry per person/email address for the entire Sweepstakes Period.**
- **Via email/refer-a-friend:** During the Sweepstakes Period, after submitting your Base Entry, you may obtain one (1) additional entry by providing the email address of an eligible friend or family

member who you would like to refer the Sweepstakes (“Referral Entry”). **Limit one (1) Referral Entry per person/email address for the entire Sweepstakes Period**

As used herein, “Entry” and “Entries” refers collectively to Base Entry/Entries, Email Entry/Entries and Referral Entry/Entries. To be included in the random drawing (as described below), Entries must be received by the end of the Sweepstakes Period.

Regardless of Entry method, limit forty-nine (49) total Entries per person/email address for the entire Sweepstakes Period. Entries in excess of any entry limitation stated herein will be void. If it is discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by the Sponsor or Administrator) that any person has attempted to use multiple names, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s or Administrator’s interpretation of the letter and spirit of these Official Rules to participate in, or to disrupt this Sweepstakes then such person may be disqualified from the Sweepstakes in the sole and absolute discretion of the Sponsor and all associated Entries will be forfeited.

Entrants who do not follow all of the instructions, do not provide the required information on the entry form, or do not abide by these Official Rules or other instructions of Sponsor and/or Administrator may be disqualified.

Drawings/Winner Notifications: There will be one (1) random drawing held in the Sweepstakes. On or about January 3, 2024, Administrator will randomly select one potential (1) grand prize winner (“Grand Prize Winner”) and one thousand (1,000) potential first prize winners (each a “First Prize Winner”) from among all eligible Entries received during the Sweepstakes Period. Odds of winning depend on the total number of eligible Entries received during the Sweepstakes Period. Grand Prize Winner is considered a “potential” winner pending verification of eligibility and compliance with these Official Rules. Administrator will make two (2) attempts within a twenty-four (24) hour period to notify the potential Grand Prize Winner at the email address submitted at the time of entry. Potential Grand Prize Winner must respond within forty-eight (48) hours of notification. Failure of potential Grand Prize Winner to respond within forty-eight (48) hours of notification may result in disqualification and an alternate potential Grand Prize Winner may be selected. Potential Grand Prize Winner will be required to sign a winner’s agreement and release (“Winner Release”) and return it by the date specified in Administrator’s notification, or Grand Prize will be forfeited in its entirety and another potential Grand Prize Winner may be selected. The potential Grand Prize Winner will also be required to execute and return an IRS Form W-9 (and will receive a subsequent 1099 IRS Form for the actual retail value of Grand Prize) along with the Winner Release and any other documentation that Sponsor and Administrator may require and return it by the date specified by Sponsor or Administrator in the notification, or Grand Prize may be forfeited in its entirety and another potential Grand Prize Winner may be selected. If potential Grand Prize Winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or any portion of the Grand Prize is returned as undeliverable, potential Grand Prize Winner may be disqualified and an alternate potential Grand Prize Winner will be selected. Sponsor and Administrator are not responsible for any change of email address or phone number of any entrant. Sponsor and Administrator’s decisions as to the administration and operation of the Sweepstakes and the selection of the potential Grand Prize Winner are final and binding in all matters related to the Sweepstakes. Only three (3) alternate Grand Prize Winners will be selected, after which the Grand Prize shall remain unawarded. Grand Prize will be awarded only if the potential Grand Prize Winner fully complies with these Official Rules.

First Prize Winners will receive a prize notification via email after the selection of winners, via the email address provided at the time of Entry with instructions on how to receive their prize. Sponsor expressly reserves the right to delay the announcement of the Grand Prize Winner and any First Prize Winners for any reason it deems necessary.

Prizes: One Thousand and One (1,001) total prizes are available to be awarded in the Sweepstakes (each, a “Prize” and together, the “Prizes”) as follows:

One (1) Grand Prize (the “Grand Prize”): one (1) LG 83” Class C3 Series Premium TV (\$5299.00); one (1) CorLiving – Oren PU Theatre Recliner (\$931.99); one (1) 14.0 Cu. Ft. Chest Freezer (\$549.00) wrapped with DiGiorno branding; one hundred (100) DiGiorno Pizzas (\$600.00); one (1) Sonos Arc Soundbar with Dolby Atmos Google Assistant and Amazon Alexa Soundbar (\$899.99); one (1) Ooni Indoor Electric Pizza Oven (\$999.99); one (1) Kegco 24” Wide Single Tap Kegerator with DiGiorno tap handle (\$770.00); one (1) One Thousand Dollar (\$1,000) Fanatics eGift Card; one (1) One Thousand Dollar (\$1,000) Walmart eGift Card.

Approximate Retail Value (“ARV”) of the Grand Prize is \$12,049.97

One Thousand (1,000) First Prizes (each, a “First Prize”): one (1) One Hundred Dollar (\$100) Fanatics eGift Card. ARV of each First Prize is \$100. ARV of all First Prizes is \$100,000

The total ARV of all Prizes is \$112,049.97. No cash substitutions for Prizes will be permitted and Prizes are non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize of equal or greater value. **Limit one (1) First Prize per person/e-mail address.** Terms and conditions apply to use of eGift Cards. Shipping at Sponsor’s expense. Each winner acknowledges that once a Prize has shipped, Sweepstakes Entities have no control over delivery or delivery time, and any loss or theft of a Prize once delivered will be the responsibility of the Grand Prize Winner or the First Prize Winner, and no replacement Prize will be supplied. Costs and expenses associated with each Prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the applicable winner. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of a prize is solely the responsibility of each winner. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES 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.** All Prize details are at Sponsor’s sole discretion.

Publicity Grant: Except where prohibited by law, each entrant grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use their name, Entry, photograph, voice, and/or likeness and prize information (if the Grand Prize Winner), for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation, notification, or permission.

Privacy: Any information collected during an entrant’s participation in this Sweepstakes will be collected by Sponsor in accordance with the terms of Sponsor’s Privacy Notice. Please review Sponsor’s Privacy

Notice: <https://www.nestleusa.com/privacy>. For information on how your personal information may be used by the Administrator, please read their privacy policy at: <https://www.snipp.com/privacy-policy>.

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 impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the end date and time, Sponsor may (if possible), in its sole and absolute discretion, randomly select the potential First Prize winners and Grand Prize Winner for the Sweepstakes from among all eligible, non-suspect Entries received as of the date and time of the event giving rise to the termination or as otherwise deemed fair and appropriate by Sponsor. 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 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 Official 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 Official 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.

Limitations of Liability; Release: By entering, each entrant agrees to: (a) release, indemnify, defend and hold harmless the Sweepstakes Entities and all of their respective officers, directors, agents, employees, and representatives (collectively, "Released Parties") 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 entrant's Entry, creation of an Entry or submission of an Entry, or participation in the Sweepstakes, acceptance or use or misuse of a Prize. 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, losses, delays, interruptions, unavailability 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, mechanical, typographical, network, human or other error which may occur in the administration of the Sweepstakes, the processing of Entries, or announcement of Prizes, or any other Sweepstakes-related materials; or (5) lost, late, stolen, delayed, misdirected, garbled, incorrect, illegible, or postage due Entries, mail, email, registrations, or other communications of any kind. The Released Parties are not responsible for injury or damage to entrant's or to any other person's computer or other device related to or resulting from participating in this Sweepstakes or downloading materials from or use of any website.

Disputes/Governing Law: Entrants agree 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 the winner or for any disputes arising from the loss or injury from the redemption of the prize or DiGiorno Keychain, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules 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 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.

Sweepstakes Winners List: For the names of the winners (available approximately two (2) weeks after the Drawing date and until six (6) weeks after the Drawing Date) send an email with the Subject Line "DiGiorno Pizza Kickoff Sweepstakes Winners List" to success@snipp.com.

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