

**31 Days of DiGiorno 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: The 31 Days of DiGiorno Sweepstakes (“Sweepstakes”) begins at 12:00:01 A.M. Eastern Time (“ET”) on October 1, 2022 and ends at 11:59:59 P.M. ET on October 31, 2022 (“Sweepstakes Period”). During the Sweepstakes Period, there will be six (6) total Entry Periods. The six (6) separate entry periods are as follows: the “Overall Entry Period”; “Weekly Entry Period 1”; “Weekly Entry Period 2”; “Weekly Entry Period 3”; “Weekly Entry Period 4;” and “Weekly Entry Period 5” (as described in the chart below).

Entry Period	Start Date 12:00:01 AM ET	End Date 11:59:59 PM ET	Drawing Date	Draw Name
Overall	October 1, 2022	October 31, 2022	On or about November 4, 2022	Grand Prize Drawing
1	October 1, 2022	October 7, 2022	On or about October 10, 2022	Weekly Entry Period #1 Drawing
2	October 8, 2022	October 13, 2022	On or about October 14, 2022	Weekly Entry Period #2 Drawing
3	October 14, 2022	October 20, 2022	On or about October 21, 2022	Weekly Entry Period #3 Drawing
4	October 21, 2022	October 26, 2022	On or about October 27, 2022	Weekly Entry Period #4 Drawing
5	October 27, 2022	October 31, 2022	On or about November 1, 2022	Weekly Entry Period #5 Drawing

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, 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 and Administrator, the “Sweepstakes Entities”), and any of their respective parent and affiliate companies or subsidiaries, as well as the immediate family (spouse, parents, and step-parents, siblings and step-siblings, and children and step-children and their respective spouses, regardless of where they reside) 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 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.

How To Enter: During the Sweepstakes Period, visit <https://www.31daysofdigiorno.com> ("Website"). On your first visit to the Website, enter your email address and click "SIGN UP". Then, follow the instructions to provide your first name, last name, home address including Zip Code (no P.O. Boxes), phone number, birthdate (month and day), and email address, and click "Submit" to register for Sweepstakes and receive one (1) entry ("Entry") into the Overall Entry Period and the applicable Weekly Entry Period.

Once you have registered and received the initial Entry, during the Sweepstakes Period, there will be three (3) ways to receive Entries:

- **Sign In Entry:** To enter without purchase, or without a photo (as described below), each day during the Sweepstakes Period you can visit [the Website](#), provide your email address and click on the "Sign Up" button to receive one (1) entry ("Sign In Entry"). You can enter via this method up to three (3) times in any day.

After completing the Sign In Entry, you will be provided with two (2) additional entry method options:

- **Purchase Method of Entry:** After completing the Sign In Entry, you will receive a confirmation page. On the confirmation page, click on the link to upload your image and then click the "SHOP & UPLOAD a photo of your receipt" link and follow the instructions to upload a photo of a receipt that clearly shows the date and time of the purchase, and includes a DiGiorno Pizza product to receive one (1) entry (a "Purchase Entry") into the Overall Entry Period and the applicable Weekly Entry Period. Purchase must be made during the Sweepstakes Period for it to be eligible to receive a Purchase Entry. Photo must include the entire receipt from top to bottom, including all four corners. For longer receipts, take picture in sections and attach each image. Be sure that the store name, date, bar code (if available), items and prices are legible in your image(s). Blurry and/or unreadable receipt images will be rejected.
- **Photo Method of Entry:** After completing the Sign In Entry, you will receive a confirmation page. On the confirmation page, click on the link to upload your image and then click on the "SNAP A PHOTO of your pizza-ccasion" link and follow the instructions to upload a photograph of a Memorable Pizza Occasion" to receive one (1) entry (a "Photo Entry") into the Overall Entry Period and the applicable Weekly Entry Period. Photographs must be submitted in .jpeg, .jpg or .gif format, at least 500 pixels wide and no larger than 10 MB. Each Photo Entry must be submitted separately. By submitting a Photo Entry, you hereby grant permission for your Photo Entry to be posted on Sponsor's online social networks and otherwise used by Sponsor as set forth herein. You agree that Sweepstakes Entities are not responsible for any unauthorized use of Entries by third parties. Sweepstakes Entities do not guarantee the posting of any Photo Entry.

By submitting a Photo Entry, you represent and warrant that the photograph submitted is original to you, has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party. If your Photo Entry includes likenesses of third parties or contains elements not owned by you (such as, but not limited to, company logos) you must be able to provide legal releases for such use in a form satisfactory to

Sponsor or your Photo Entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

REQUIREMENTS OF PHOTO ENTRIES: Photo Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted Entry;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- Contains any individual other than the you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

By submitting a Photo Entry, each entrant waives all moral rights in and to the entry and grants to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the Photo Entry and all elements of such Photo Entry, together with any other material, and the name, city and state of residence, image and/or likeness of entrant (including, but not limited to, profile photo), in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entrant agrees that, if required by Sponsor, they will sign documents to this effect

LIMIT THREE (3) ENTRIES PER PERSON PER DAY, REGARDLESS OF METHOD OF ENTRY, FOR A TOTAL OF 93 ENTRIES FOR THE SWEEPSTAKES PERIOD.

As used herein, "Entry" and "Entries" refers collectively to Entry/Entries, Sign-In Entry/Entries and Purchase Entry/Entries and Photo Entry/Entries. To be included in any random drawing (as described below), Entries must be received by the end of the applicable Entry Period. Sweepstakes Entities will not be responsible for lost, late, misdirected, delayed, inaccurate, garbled, stolen, or incomplete Entries,

emails, receipts, photos or other communications of any kind, or Entries submitted in a manner that is not expressly provided herein, and all such Entries shall be deemed void and ineligible for inclusion in the Sweepstakes. 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 Five (5) Weekly Entry Period Drawings and One (1) Grand Prize Drawing, as follows:

Grand Prize Drawing: On or about November 4, 2022, Sponsor will randomly select one potential (1) Grand Prize Winner from among all eligible Entries received during the Sweepstakes Period. Odds of winning the Grand Prize depend on the total number of eligible Entries received during the Sweepstakes Period.

Weekly Entry Period Drawings: The Weekly Entry Period Drawings will take place on or about the dates set forth in the chart above. For each Weekly Entry Period Drawing, Administrator will randomly select ten (10) potential prize winners from among all eligible Entries received during the respective Weekly Entry Period. The odds of winning a Weekly Entry Period prize depends on the total number of eligible Entries received during the respective Weekly Entry Period. **All non-winning Entries from any Weekly Entry Period Drawing will be included in the subsequent random drawings.**

Each winner is considered a “potential” winner pending verification of his/her eligibility and compliance with these Official Rules. Administrator will make two (2) attempts within a twenty-four (24) hour period to notify each potential winner at the email address or phone number submitted at the time of his/her Entry. Potential winners must respond within forty-eight (48) hours of notification. Failure of a potential winner to respond within forty-eight (48) hours of notification may result in disqualification and an alternate potential winner may be selected. Potential winners may be required to sign a winner’s agreement and release (“Winner Release”) and return it by the date specified in Administrator’s notification, or prize will be forfeited in its entirety and another potential winner may be selected for the prize at issue. The potential Grand Prize Winner will 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 a 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 a potential winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or prize is returned as undeliverable, such potential winner may be disqualified and an alternate potential winner may be selected for the prize at issue. Sponsor and Administrator are not responsible for any change of email address or phone number of any entrant.

Publicity Grant: By submitting an Entry, each entrant agrees to allow use of his or her name, likeness, city and state of residence, and/or biographical information for promotional purposes (including posting on the Website and Sponsor’s social media channels), in any and all media, now or hereafter known, worldwide in perpetuity, without additional compensation or notification to, or permission from, entrant, except where prohibited.

Prizes:

Grand Prize (1): \$5,000 awarded in the form of a check made payable to Grand Prize Winner. Approximate Retail Value (“ARV”) of Grand Prize is \$5,000.

Weekly Entry Period #1 Prizes (10): A DiGiorno-branded floor pillow. ARV: \$40 each. Total ARV of all Weekly Entry Period #1 prizes: \$400.

Weekly Entry Period #2 Prizes (10): DiGiorno-branded pizza shaped fanny pack. ARV: \$25 each. Total ARV of all Weekly Entry Period #2 prizes: \$250.

Weekly Entry Period #3 Prizes (10): A coupon redeemable for one (1) DiGiorno pizza. ARV: up to \$12. Total ARV of all Weekly Entry Period #3 prizes: up to \$120. Terms and conditions apply to use of coupons, including expiration dates.

Weekly Entry Period #4 Prizes (10): DiGiorno-branded pizza suit – blazer, slacks and top. One size fits all. ARV: \$100 each. Total ARV of all Weekly Entry Period #4 prizes: \$1,000.

Weekly Entry Period #5 Prizes (10): A coupon redeemable for one (1) DiGiorno pizza. ARV: up to \$12. Total ARV of all Weekly Entry Period #5 prizes: up to \$120. Terms and conditions apply to use of coupons, including expiration dates.

Each prize will be referred to herein as a “Prize” or collectively as “Prizes”. **Total ARV for all Prizes is \$6,890.**

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) Weekly Entry Period Prize per person/household.** Federal, state and local taxes are solely the responsibility of each winner. Shipping at Prize Provider’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 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 and 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.

Entry Conditions and Release: By entering, each entrant agrees to (a) 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 a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of a Prize and/or the broadcast, exploitation or use of entry; and (b) indemnify, defend and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liabilities (including 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.

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://privacy.nestleusa.com/>.

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 potential winners for any unawarded Prizes 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 and void all associated Entries. 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. Automated Entries are prohibited, and any use of automated devices will cause disqualification. 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 and they must comply with the Official Rules. "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) other errors or problems of any kind, whether technical, network, typographical, human or other error which may occur in connection with the Sweepstakes, including, without limitation, in connection with the administration of the Sweepstakes, the processing or verifying of Entries, the announcement of the Prizes, or in any Sweepstakes-related materials; or (5) any liability, loss, 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, possession, or use or misuse of any Prize.

Disputes/Governing Law: 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 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 applicable Drawing date) visit the Website or send an email with the Subject Line "31 Days of DiGiorno Winners List" to help@31daysOfDiGiorno.com by November 30, 2022.