

**HOT POCKETS & INSTANT BRANDS SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. 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.**

**AN INTERNET CONNECTION IS REQUIRED AND CONNECTION FEES MAY APPLY.**

**BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.**

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

**Administrator:** Snipp Interactive, 6708 Tulip Hill Terrace, Bethesda, MD, 20816 ("Administrator").

Instant Brands, LLC is neither a sponsor nor an administrator of the Sweepstakes.

The **Hot Pocket & Instant Brands Sweepstakes** (the "Sweepstakes") is subject to these official rules (the "Official Rules"), and by entering, Entrant (defined below) agrees to be bound by them and the decisions of Sponsor and Administrator, which are final and binding in all respects. Administrator's computer is the official timekeeping device for entry in the Sweepstakes.

**1. 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 (each, an "Entrant"). Void where prohibited or restricted by law. Employees of Sponsor, Administrator, Instant Brands, LLC, TripleClix, LLC 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 Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes.

**2. Sweepstakes Period:** The Sweepstakes begins at 12:00:01 p.m. Eastern Time ("ET") on December 05, 2022 and ends at 11:59:59 a.m. ET on December 12, 2022 (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified.

The Sweepstakes consists of Seven (7) entry periods (each, an "Entry Period"), as outlined in the table below.

Entry Period	Starts at 12:00:01 p.m. ET on	Ends at 11:59:59 a.m. ET on	Approximate Drawing Date
1	12/05/2022	12/06/2022	12/06/2022
2	12/06/2022	12/07/2022	12/07/2022
3	12/07/2022	12/08/2022	12/08/2022
4	12/08/2022	12/09/2022	12/09/2022
5	12/09/2022	12/10/2022	12/10/2022
6	12/10/2022	12/11/2022	12/11/2022
7	12/11/2022	12/12/2022	12/12/2022

**3. How to Enter:** There are two (2) ways to participate in this Sweepstakes:

a. **Purchase Entry:** During the Sweepstakes Period, purchase one (1) or more Participating Product(s) (defined below) from any participating retailer (including online retailer) in a single transaction. Thereafter during any/all Entry Period(s), log on to the website at [www.HotPocketsInstantBrands.com](http://www.HotPocketsInstantBrands.com) where you will complete the on-screen registration form (including providing a valid email address and a valid home address (P.O. Boxes are not permitted)) and upload a photo of your purchase receipt that clearly shows the date and time of the purchase transaction, and Participating Product(s) purchased to receive one (1) entry into the Sweepstakes (an "Purchase Entry"). **Note:** Subject to the overall limit on Entries set out below, you will receive only one (1) Entry per Entry Period using the "Purchase Entry" regardless of the number of Participating Products purchased in the purchase transaction. Only purchases that include a Participating Product are valid for entry. Photo must include the entire receipt from top to bottom, including all four (4) 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. A list of participating products is set out in Exhibit "A" (each, a "Participating Product").

b. **Free Online Method of Entry:** During any/all Entry Period(s), to participate in the Sweepstakes without making a purchase, visit [HotPocketsInstantBrands.com/AMOE](http://HotPocketsInstantBrands.com/AMOE) where you will be required to complete an entry form and register for the Sweepstakes by entering true and accurate information in the required fields (including providing a valid email address and a valid home address (P.O. Boxes are not permitted)) and accepting any required terms and conditions to receive one (1) "Free Entry."

**BOTH PURCHASE ENTRIES AND FREE ENTRIES WILL BE REFERRED TO HEREIN AS AN "ENTRY" OR "ENTRIES." LIMIT OF ONE (1) ENTRY PER ENTRANT/EMAIL ADDRESS PER ENTRY PERIOD, REGARDLESS OF METHOD OF ENTRY (I.E., PURCHASE ENTRY OR FREE ONLINE METHOD OF ENTRY). Non-winning Entries from any Entry Period Drawing will NOT be included in the**

**subsequent random drawings.** If more than the stated Entry limits are received from the same person, telephone number and/or e-mail address the Entries may, at Administrator's or Sponsor's discretion, be disqualified. Entrants are prohibited from using more than one (1) email address or multiple identities. If it is found or suspected that an Entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that Entrant, in Administrator's or Sponsor's discretion, may be disqualified. Entries that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor and Administrator's discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries received through any tampering (cheating) or foul play will render that Entrant ineligible to receive any prize(s), and may result in Entrant no longer being allowed to enter Sponsor's other promotions in the future, at Sponsor's sole discretion. Subsequent attempts made by the same individual to submit multiple Entries by using multiple or false contact information or otherwise may be disqualified. The Sweepstakes Entities are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's device to receive messages. Those who do not follow all of the instructions, provide the required information in their Entry form, or abide by these Official Rules or other instructions of Sponsor and Administrator may be disqualified. All materials submitted become the property of Sponsor and will not be returned. Illegible and/or incomplete Entries and Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when submitting an Entry. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details. In the event of a dispute as to any Entry, the Authorized Account Holder of the email address used to register for Entry will be deemed to be the Entrant. The "Authorized Account Holder" is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winners may be required to show proof of being the Authorized Account Holder.

**4. Prizes:** Forty-Eight (48) prizes are available to be awarded (each, a "Prize") during each Entry Period, each consisting of winner's choice of one (1) Instant™ Essentials 4-quart Air Fryer or thirteen (13) coupons, each redeemable for one (1) free (up to \$7.49) 2-pack or 5-pack of HOT POCKETS brand sandwiches. Terms and conditions apply to use of coupons, including expiration dates. **The Approximate Retail Value ("ARV") of each Air Fryer Prize is \$79.95. ARV of each HOT POCKETS Prize is (up to) \$97.37. The ARV of all Prizes for each Entry Period is (up to) \$4,673.76.** The ARV is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. All Prize details not specified in these Official Rules will be determined in Sponsor's sole discretion.

No substitution, exchange, assignment, transfer or cash equivalent of a Prize, or any portion thereof, is permitted by any winner. Sponsor reserves the right to substitute any Prize for one of equal or greater value as set forth in these Official Rules. The Sweepstakes Entities shall have no responsibility or obligation to a winner who is unable or unavailable to, or who does not for any reason, receive, accept or utilize a Prize.

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 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 federal, state and local 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. Any and all warranties and/or guarantees on the Prizes (if any) are subject to the manufacturer's terms therefore, and each winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. 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.

**Limit: one (1) Prize per Entrant.**

**5. Winner Selection:** On or about the approximate Drawing Date(s) for each Entry Period as set out in the table in Section 2 above, the "Winner(s)" for such Entry Period will be determined via one (1) random drawing (each, a "Drawing"), from all eligible Entries received during the applicable Entry Period. The odds of winning a Prize depend on the total number of eligible Entries received during the applicable Entry Period.

**6. Winner Notification and Prize Delivery:** Each Winner is considered a "potential" winner pending verification of his/her eligibility and compliance with these Official Rules. Each potential Winner will be notified within twenty-four (24) hours of the applicable Drawing by email which will be sent to the email address provided at the time of Entry. Prizes will be sent to the mailing address provided at the time of Entry within six (6) to eight (8) weeks of the applicable Drawing. 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 from the remaining eligible Entries for the applicable Drawing. Sponsor and Administrator are not responsible for any change of email address or mailing address of any Entrant.

**7. Publicity:** Except where prohibited by applicable law, 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 on Instant Brands' 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. Entrant hereby grants to Sponsor, Administrator, Instant Brands, LLC, and their affiliates to the extent permitted under applicable law, a non-exclusive, worldwide license to use, reproduce, modify, adapt, publish, transmit via the Internet, and display Entrant's Entry, including Entry information, in whole or in part, solely for the purpose of administering this Sweepstakes.

**8. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, outbreak of widespread illness, pandemic (including, the coronavirus (COVID-19) pandemic), civil unrest, or other similar occurrence, technical failures, regularly-scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel or modify the Sweepstakes and award any unclaimed Prizes for the drawing(s) at issue in a random drawing from among all non-suspect, eligible Entries received for such drawing(s) up to the time of impairment. This shall be each Entrant's sole and exclusive remedy in the event the Promotion is so terminated or cancelled. Only the type and quantity of prizes described in these Official Rules will be awarded. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules will be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds (i) to have

tampered with the Entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Entrant or the Sweepstakes Entities into disgrace (e.g., including but not limited to, a person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. Any attempt by any person to undermine or damage the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

**9. Release and Limitations of Liability:** Except where prohibited by applicable law, by participating in the Sweepstakes, Entrants agree to release and hold harmless the Sweepstakes Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors or human error; (d) errors in the administration of the Sweepstakes or the processing of registrations; (e) late, lost, or undeliverable mail; (f) 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 of any Prize; or (g) any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Sweepstakes, the Prizes, or Sponsor's advertising and marketing related to the Sweepstakes, Entrants or the winners. Winning a Prize is contingent upon fulfilling all requirements set forth herein. By participating in the Sweepstakes, each Winner acknowledges that the Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Prizes. Entrant further agrees that in any cause of action, the Sweepstakes Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Sweepstakes Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry, if it is possible. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth herein to be available and/or claimed for any Entry Period, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims for such Entry Period.

**10. 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.

**11. Winner List:** For the names of the Winners of any Drawing, visit the Website or send an email with the subject line "Hot Pockets & Instant Brands Sweepstakes" to help@HotPocketsInstantBrands.com by 01/13/2023.

**12. Privacy:** Any personal 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/>. Entrants can read more about their rights, how Participant's personal information is used, and how to contact Sponsor, in the Privacy Notice.

#### **Exhibit A: Qualifying Products:**

##### **A. Participating Products**

Click [here](#) for the full list of qualifying products.

#### **ABBREVIATED RULES:**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Subject to Official Rules at [www.HotPocketsInstantBrands.com](http://www.HotPocketsInstantBrands.com). Void Where prohibited or restricted. Please see Official Rules for Entry details, free method of entry and limitations.** The Sweepstakes begins 12:00:01p.m. ET, 12/5/22, and ends 11:59:59 a.m. ET, 12/12/22 & consists of 7 Entry Periods as outlined in the Official Rules. Open to legal residents of the 50 U.S. or D.C., who are 18+ (19+ for AL and NE, 21+ for MS). 48 Prizes available for each Entry Period: An Instant Brands Air Fryer **or** 13 coupons redeemable for HOT POCKETS brand sandwiches. ARV: up to \$97.37. Odds of winning depend on the total number of eligible entries received within the applicable Entry Period. Limit 1 Entry per person per Entry Period, regardless of method of entry. **Sponsor:** Nestlé USA, Inc. 1812 N. Moore Street, Arlington, VA 22209.