

#KrashHere

OFFICIAL RULES

NO PURCHASE NECESSARY

OPEN TO RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND D.C., 18 YEARS AND OLDER ONLY

1. TO ENTER: Beginning at 12:00:00 am ET on October 16, 2017 through 11:59:00 pm ET on November 11, 2017 (the "Sweepstakes Period"), you are automatically entered if you send an eligible Tweet that tells us why you deserve a "Krash" from the Kool-Aid man and includes the hashtag #KrashHere #Contest. An eligible Tweet is defined as one that does not include any bad words, offensive language, any type of trademark infringement, celebrity name(s), or any inappropriate content. Tweets must be in good taste, as determined solely at the discretion of the Sponsor and/or Judges. Your Twitter account must be public so that it is viewable by Sponsor and Judges. **If you Tweet using your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.** Use of any robotic, automatic, programmed, or similar entry method will void all entries and result in disqualification. Limit one entry per Twitter handle/person per per day. The content for each Tweet must be unique.

2. ELIGIBILITY: Open to residents of the 48 contiguous United States and D.C. (excluding Alaska and Hawaii), 18 years of age or older at the time of entry except for employees of Kraft Heinz Foods Company ("Sponsor"), HelloWorld, Inc.. ("Promotion Administrator/Judge"), their affiliates, subsidiaries and agencies (collectively "Promotion Parties"), and members of their immediate family or persons living in the same household. Void in Alaska, Hawaii and where prohibited.

3. RANDOM DRAWING/WINNER NOTIFICATION: The winner will be selected in a random drawing from all eligible entries on or around November 13, 2017. Drawing will be conducted by Judges. Odds of winning will depend upon the number of eligible entries received during the Sweepstakes Period. Sponsor (@KoolAid) will reply to potential winner's Tweet with prize claim instructions, including that potential winner must complete a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") within five (5) days of the date notice is provided. Declaration will also include winner's agreement to a confidential background check. If the potential winner cannot be contacted or does not provide the information requested or if Sponsor determines potential winner is not an appropriate brand representative based on the results of the confidential background check, potential winner will be disqualified and Sponsor will select an alternate winner.

4. PRIZE/APPROXIMATE RETAIL VALUE (ARV): 1 Grand Prize: One Grand Prize winner will receive Kool-Aid branded SWAG valued at approximately \$100 (all details to be determined by Sponsor). In addition, the KoolAid man will make a brief appearance (up to fifteen minutes) at a date, time and location requested by winner and approved by Sponsor. The Kool-Aid Man will be available for photo opportunities with winner and his/her friends. Winner must schedule this visit for a date no later than January 30, 2018, otherwise this aspect of the prize will be forfeited. No alcoholic beverages may be present during the Kool-Aid Man visit. Sponsor may provide other rules and requirements related to the visit from the Kool-Aid Man. Sponsor intends to photograph and/or film the Kool-Aid man visit ("Prize Footage") and may use the photographs/film for any promotional purposes. Sponsor will require that winner and guests sign additional publicity release documents to use the Prize Footage. Once Kool-Aid Man visit date and time is confirmed, it cannot be rescheduled. No value has been attributed to the Kool-Aid Man's appearance.. Approximate Retail Value of the prize: \$100. No substitutions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute a prize of equal or greater value.

5. Sponsor's Use of Tweet Content: Tweeting constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display in whole or in part, on a worldwide basis the Tweet, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Tweet.

6. GENERAL RULES: All income taxes resulting from acceptance of prizes, if any, are the responsibility of the winners. By entering sweepstakes, entrants (and their parents/legal guardians if entrants are minors) accept and agree to these Official Rules and the decisions of Judges, which shall be final in all matters. By accepting prizes, winners (and their parents/legal guardians if winners are minors) agree to hold Promotion Parties, Twitter, Inc. and their respective parents, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents harmless against any and all claims and liability arising out of use or redemption of prize. Acceptance also constitutes permission to the Promotion Parties to use winner's name, likeness (and biographical information) for marketing purposes without further compensation or right of approval, unless prohibited by law. Neither Promotion Parties nor Twitter, Inc., are responsible for technical, hardware or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this sweepstakes, or by any human error which may occur in the processing of the entries in this sweepstakes. If, in the Judges' opinion, there is any suspected evidence of tampering with any portion of the promotion, or if technical difficulties compromise the integrity of the promotion, the Judges reserve the right to modify or terminate the sweepstakes in a manner deemed reasonable by the Judges, at the Judges' sole discretion. If terminated, prize will be awarded in a random drawing using all non-suspect entries as of the date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries made by internet will be declared made by the individual associated with the winning Twitter handle. All federal and state laws apply.

7. DISPUTES: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (ii) 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 (iii) 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 Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

8. WINNERS' LIST: For a winner list, visit <http://bit.ly/2xTa9qy>. The winner list will be posted after winner confirmation is complete.

SPONSOR: Kraft Heinz Foods Company, 200 E Randolph, Chicago, IL 60601

PROMOTION ADMINISTRATOR: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc.