# Hidden Valley Signature Pizza Sweepstakes

### **Official Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

## Eligibility:

Hidden Valley Signature Pizza Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old at the time of entry. Employees of Sponsors The HV Food Products Co. and Pizza Hut, LLC (collectively "Sponsor"), Merkle Inc. ("Administrator"), FCB Global Inc. The Clorox Company, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

## Sponsor/Administrator:

Sponsor: The HV Food Products Co. ("HV Food"), 1221 Broadway, Oakland, CA 94612 and Pizza Hut, LLC ("Pizza Hut"), 7100 Corporate Dr., Plano, TX 75024. Administrator: Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

## Timing:

The Sweepstakes begins on January 15, 2025 at 9:00 a.m. Eastern Time ("ET") and ends on February 9, 2025 at 6:30 p.m. ET (the "Promotion Period"). Instagram's servers are the official time-keeping devices for the Sweepstakes.

#### How to Enter:

#### Participation Requirements:

To participate, you will need to have a personal Instagram account. Creating an Instagram account is free but subject to its <u>terms and conditions</u>. **If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply**.

#### **Entry Requirements:**

During the Promotion Period, take the following actions to receive an entry:

- (a) Visit the <a href="HVR Signature Pizza Website">HVR Signature Pizza Website</a> and download 1 of 3 available Sweepstakes images ("Image");
- (b) Post 1 Image on Instagram and include @PizzaHut, @HiddenValley and, #HVRSignaturePizza #HVRSweepstakes in the original caption of your post.
- (d) Your post need not include any other reference, positive or negative, to Sponsor's products or services, and including such a reference will not improve your chance of winning. However, the content in your caption must not violate any of the Content Restrictions listed below;
- (e) Your account settings must be public when you post and remain public until the prizes are awarded (as described below); and
- (f) For your entry to remain eligible, you must not change your Instagram handle once you post to enter this Sweepstakes and until the prizes are awarded (as described below).

**Note**: Instagram stories and Instagram posts where the hashtag is included in a comment rather than the original caption of the post will not be deemed entries.

#### Content Restrictions for your post to enter:

- The caption of your post must be your original work;
- The caption of your post must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- The caption of your post must not disparage Sponsor or any other parties;
- The caption of your post must not include a reference to or directly include any other individuals;
- The caption of your post must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks, or any other intellectual property other than those of the Sponsor;
- The caption of your post must not make references to or include: alcohol, illegal drugs, marijuana, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- The caption of your post must not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The caption of your post must not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

By posting content that conforms to all of the above requirements, you will receive 1 Sweepstakes entry. Sponsor, in its sole discretion, may disqualify any post that it finds unlawful, or in violation of these Official Rules.

#### **Entry Limit:**

You may receive up to 3 entries during the Promotion Period by posting each of the 3 available Images one time. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the 3 entries by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information included in entrant's Instagram profile. If any additional information provided by entrant is inconsistent with the profile information, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in

the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

### Sponsor's Use of Social Post Content:

Posting on Instagram 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 such submissions in whole or in part, on a worldwide basis, 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 that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the post.

## Prize Drawing:

Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around February 10, 2025. The potential winners will be notified by @HiddenValley as a private message on Instagram and will be directed to a secure online claim form and asked to provide their name, email address, mailing address, and date of birth to confirm eligibility and for prize fulfillment purposes within 3 days of the date notice or attempted notice is sent into order to claim the prize. The potential Grand Prize winner (or parent/legal guardian if winner is an eligible minor in their state of residence) will also be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within 5 days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide the requested information within the required time period (as applicable for the prize won), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

#### Prizes:

### Quantity, Description and Approximate Retail Value ("ARV"):

- 1 Grand Prize: A one-of-a -kind collectable Pizza Hut® pizza, signed by Eli Manning with the new Hidden Valley Ranch easy squeeze bottle and encased in resin (valued at approximately \$2,500); 12, 16oz bottles of Hidden Valley Ranch dressing; a \$520 digital Pizza Hut gift card and check in the amount of \$1,300 thatmay be used by winner to assist with tax liabilities. Note : the collectible pizza is not edible and should not be removed from the resin e ncasement. ARV of Grand Prize package: \$4, 372.
- 10 First Prizes: Each winner will receive 12, 16oz bottles of Hidden Valley Ranch dressing and a \$520 digital Pizza Hut gift card. ARV of each First Prize package: \$572.

#### Total ARV:

The total ARV of all available prizes in the Sweepstakes is \$10,096.

### Odds of Winning:

The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

#### Additional Prize Terms:

Prizes are non-transferable, and no substitution will be made except as provided in the Sponsor's sole discretion if the prize should become unavailable. In this case, a prize of equal or greater value will be offered. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Grand Prize winner will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be

solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Prizes will be fulfilled approximately 8-10 weeks after winner confirmation/conclusion of the Sweepstakes. Limit of 1 prize per person.

#### Release:

By receipt of any prize, winners agree to release and hold harmless Sponsor, FCB Global Inc., Eli Manning, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising and promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

## **Publicity:**

Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, social handle, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

#### **General Conditions:**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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, including but not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this Sweepstakes 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the HVR Signature Pizza Website, the Official Rules as posted on the Promotion Site shall prevail, govern and control.

## Limitations of Liability:

The Released Parties are not responsible for:

- Any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or provided by entrants;
- Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, social media platforms, in phone lines or network hardware or software;
- Unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process;
- Technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries;
- Late, lost, undeliverable, damaged or stolen mail, delayed or misdirected entries, or failure to receive entries due to limitation of third-party social network platforms;

- Entries that are erroneously deleted, lost or destroyed or corrupted. In this case, entrants sole remedy is to take the required actions to receive another entry(s) in the Sweepstakes, if it is possible; or
- Any 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 to the receipt,
  use, inability to use or misuse of any prize.

### Disputes:

Except where prohibited, entrant agrees that:

- Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize 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 or the appropriate Michigan State Court located in Oakland County, Michigan;
- 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
- Under no circumstances will entrant be permitted to obtain awards for, and entrant
  hereby waives all rights to claim, indirect, 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.
- 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.

## **Entrant's Personal Information:**

Information collected from entrants is subject to both HV Food's <u>Privacy Policy</u> and Pizza Hut's <u>Privacy Policy</u>.

#### Winner List:

See this <u>Winner List</u> for the Sweepstakes winners. The winner list will be posted after winner confirmation is complete.

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

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