

MAXWELL HOUSE NHL® ALL-STAR CONTEST

OFFICIAL CONTEST RULES

1) WELCOME: The *Maxwell House* NHL® All-Star Contest (the “**Contest**”) is sponsored and administered by Kraft Heinz Canada ULC, 95 Moatfield Drive, Toronto, ON M3B 3L6 (the “**Sponsor**”).

2) CONTEST PERIOD: The Contest begins September 22, 2019 at 12:01 a.m. (EDT) and ends December 31, 2019 at 11:59 p.m. (EST) (the “**Contest Period**”).

3) ELIGIBILITY: The Contest is open to legal residents of Canada who have reached the age of majority in the province or territory in which they reside as of their date of entry in the Contest Period (“**Entrant**” or “**Entrants**”).

The Contest is not open to:

(a) employees, officers and directors of the Sponsor, the National Hockey League (“**NHL**”), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, (the foregoing NHL entities collectively, the “**NHL Entities**”), the National Hockey League Players’ Association (“**NHLPA**”), its members and Hockey Ventures (Canada) Inc. (the foregoing NHLPA entities collectively, the “**NHLPA Entities**”), and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, (collectively, “**Promotion Parties**”), representatives or agents, as applicable; and

(b) the immediate family members (regardless of where they live) of a person excluded under (a) or anyone domiciled with a person excluded under (a) (whether related to that person or not). For the purposes of these Official Contest Rules, “immediate family” includes husband, wife, spouse, partner, mother, father, brothers, sisters, sons, and/or daughters.

4) HOW TO ENTER: NO PURCHASE NECESSARY.

(a) **REGULAR ENTRY:** To enter an Entrant must:

- (i) Purchase a specially-marked *Maxwell House* NHL® All-Star Contest coffee product (“**Eligible Products**”), including:
1. Original Roast, 925g tin;

2. Rich Dark Roast, 925g tin;
 3. Original Roast 30ct pods; or
 4. House Blend 30ct pods.
- (ii) log on to www.maxwellhouse.ca and follow the on-screen instructions, including providing your name, phone number, email address, home address with province and postal code, and select your date of birth;
 - (iii) enter the PIN code (“PIN”) found inside the Eligible Product;
 - (iv) select one of the four NHL® divisions (Pacific, Central, Metropolitan or Atlantic) to follow (“Selected Division”); and
 - (v) agree to the Official Contest Rules.

Once completed, click “Submit” and you will be entered into the Contest (one “Regular Entry”).

- (b) **ALTERNATIVE ENTRY:** To enter without purchase, an Entrant must clearly print on a plain piece of paper his/her full name, email address, home address including postal code, phone number, date of birth, Selected Division (as defined above) and an original, hand-written essay no more than five hundred (500) words, no fewer than one hundred (100) words, answering the following question: What is your favourite NHL® All-Star Game moment? Send to: *Maxwell House* NHL® All-Star Contest, 1690 Huron Church Road, P.O. Box 318, Windsor, ON, N9C 2L1. Envelope must be post-marked during the Contest Period and received by no later than December 9, 2019 (“Alternative Entry”).

Unless specified, for the remainder of the Official Contest Rules, Regular Entries and Alternative Entries shall be commonly and interchangeably referred to as “Entry” or “Entries”.

Each Entrant will be awarded one hundred (100) entry points (each, an “Entry Point”) per Entry (whether by Regular Entry or Alternative Entry). Each Entrant will receive an additional Entry Point for each point the Entrant’s Selected Division has received from the beginning of the 2019-2020 NHL® season until the end of the Contest Period (“Division Entry Points”). Note, each Entrant is only entitled to one allocation of Division Entry Points for the Contest, regardless of the number of Entries made by that Entrant. If an Entrant indicates more than one Selected Division on different Entries, the Selected Division indicated on the Entrant’s first Entry received by the Sponsor will be deemed to be the Entrant’s Selected Division for purposes of the Contest.

Entrants that are selected as a Potential Grand Prize Winner or that have been declared a Grand Prize Winner remain eligible to win a Second Prize or a Third Prize.

Entrants that are selected as a Potential Second Prize Winner or that have been declared a Second Prize Winner remain eligible to win the Grand Prize or a Third Prize. One Second Prize per selected Entrant.

Entrants that are selected as a Potential Third Prize Winner or that have been declared a Third Prize Winner remain eligible to win the Grand Prize or a Second Prize. One Third Prize per selected Entrant.

5) ENTRY LIMITS: Entries are restricted to two (2) per individual per day, regardless of method of entry.

6) HOW TO WIN:

- a) **GRAND PRIZE WINNER:** One (1) computerized random draw will be conducted by the Sponsor's agent at approximately 12:00 p.m. (EST) on January 3, 2020 (the "**Draw Date**"), in Toronto, Ontario among all eligible Entrants weighted by each Entrant's total Entry Points awarded within the Contest Period ("**Potential Grand Prize Winner**").
- b) **SECOND PRIZE WINNERS:** Twenty-five (25) computerized random draws will be conducted by the Sponsor's agent at approximately 12:00 p.m. (EST) on the Draw Date in Toronto, Ontario among all eligible Entrants weighted by each Entrant's total Entry Points awarded within the Contest Period (each a "**Potential Second Prize Winner**").
- c) **THIRD PRIZE WINNERS.** One thousand (1,000) computerized random draws will be conducted by the Sponsor's agent at approximately 12:00 p.m. (EST) on the Draw Date in Toronto, Ontario, among all eligible Entrants weighted by each Entrant's total Entry Points awarded within the Contest Period (each a "**Potential Third Prize Winner**").

7) HOW TO CLAIM A PRIZE: The Potential Grand Prize Winner shall be notified by email or phone on or about January 6, 2020. Each Potential Second Prize Winner and Potential Third Prize Winner shall be notified by email or phone call within a reasonable period of time after the Draw Date (each respectively the "**Notification**"). If a Potential Grand Prize Winner, Potential Second Prize Winner or Potential Third Prize Winner cannot be contacted within three (3) business days of the relevant date of Notification, another Entrant may be selected, at Sponsor's sole discretion.

Upon Notification, within three (3) business days, the Potential Grand Prize Winner, Potential Second Prize Winners and Potential Third Prize Winners are required to: (a) correctly answer a

time-limited mathematical skill-testing question without either assistance or mechanical or electronic aid; and, (b) agree to and submit a “Declaration and Release” form (“**Declaration**”) confirming, among other things, their compliance with these Official Contest Rules and acceptance of the prize as awarded. The Guest of the Grand Prize Winner is also required to sign a “Liability and Publicity Release” form.

The Sponsor, in its sole discretion, reserves the right to select another Entrant should a selected Entrant fail to do the aforementioned, or if found ineligible for any reason.

8) ODDS:

GRAND PRIZE: The odds of winning the Grand Prize (defined below) depend upon the number of eligible Entries received and the number of Entry Points awarded during the Contest Period.

SECOND PRIZES: The odds of winning a Second Prize (defined below) depend on the number of eligible Entries received and the number of Entry Points awarded during the Contest Period.

THIRD PRIZES: The odds of winning a Third Prize (defined below) depend on the number of eligible Entries received and the number of Entry Points awarded during the Contest Period.

9) PRIZES & APPROXIMATE RETAIL VALUES (ARVs): The following prizes are available to be won. All references to money are in Canadian currency.

- (a) **GRAND PRIZE:** There is one (1) “**Grand Prize**” available to be won, which consists of:
- (i) Two (2) tickets, for the Grand Prize Winner and one (1) guest (the “**Guest**”), to attend each of: (1) the 2020 NHL All-Star Skills™ and (2) the 2020 NHL® All-Star Game, both currently scheduled to take place from January 24, 2020, to January 27, 2020, in St. Louis, Missouri (“**All-Star Experience**”);
 - (ii) Five-hundred dollars (\$500.00) in spending money awarded to Grand Prize Winner;
 - (iii) One (1) round-trip flight (coach class) for the Grand Prize Winner and the Guest, to be used exclusively for the purpose of attending the All-Star Experience (“**Flights**”). Flights shall depart from the major Canadian airport nearest to the Grand Prize Winner’s residence, as selected by Sponsor;
 - (iv) A maximum of three (3) nights’ accommodation for Grand Prize Winner and the Guest in a standard hotel selected by Sponsor (one room, double occupancy) for the sole purpose of attending the All-Star Experience (“**Hotel**”); and
 - (v) A transportation card for Uber, Lyft or equivalent ride hailing service for the Grand Prize Winner in the amount of two-hundred and fifty dollars (\$250.00) for

transportation to and from the airport, Hotel and the All-Star Experience (“**Transportation**”).

The total ARV of the Grand Prize is approximately \$6,000.00, based on a representative example of a flight from Toronto, ON to St. Louis, MO. The actual value of the Grand Prize will vary depending on point of departure, airfare fluctuations, and supplier estimates. See **Rule 10 – GRAND PRIZE CONDITIONS AND EXCLUSIONS** for more information.

- (b) **SECOND PRIZE:** There are twenty-five (25) “**Second Prizes**” available to be won, each consisting of one (1) one-hundred dollar (\$100.00) gift code to NHLShop.ca. Each gift code is subject to terms and conditions. The total ARV for all Second Prizes is two thousand five hundred dollars (\$2,500.00).
- (c) **THIRD PRIZE:** There are one thousand (1,000) “**Third Prizes**” available to be won, each consisting of one (1) ten dollar (\$10.00) *Maxwell House* product voucher. The total ARV for all Third Prizes is ten thousand dollars (\$10,000.00).

10) GRAND PRIZE CONDITIONS AND EXCLUSIONS:

The Grand Prize Winner and Guest must travel on the same itinerary for the Grand Prize.

Return ground transportation between the Grand Prize Winner’s residence and the departure airport is not included and shall not be provided.

If the Guest of the Grand Prize Winner is a minor in the province or territory where he/she resides, and where the Grand Prize Winner is not the parent/legal guardian of said minor, the minor’s parent(s)/legal guardian(s) must provide written consent as required by the Sponsor to permit the minor to travel as a Guest of the Grand Prize Winner.

If a Grand Prize Winner cannot travel for any reason whatsoever, including, but not limited to: inadequate travel documentation, inability to travel within the specified travel times provided, inability to travel due to health reasons, etc., at the Sponsor’s sole discretion, another eligible Entrant may be selected.

The Grand Prize Winner and Guest are responsible for all other expenses not specified herein, including but not limited to: travel and medical insurance, baggage check, gratuities, meals and transportation costs not specified or provided in the Grand Prize, telephone calls, in-room charges, applicable taxes (including Airport Improvement Taxes, if collected at the time of

departure), incidentals, and any and all other expenses not specified in the description of the Grand Prize.

The Grand Prize Winner should have a valid major credit card to present to the Hotel upon check-in and will be held solely responsible for any damages caused to the Hotel room provided, including physical or material damages, as well as infractions involving smoking. Grand Prize Winner and Guest will also be solely responsible for any and all additional charges incurred, including but not limited to food, beverage, and in-room entertainment. Grand Prize Winner and Guest must comply with any Hotel requirements and rules. The Grand Prize Winner and Guest are responsible for ensuring that all travel papers (passports, visas, etc., if applicable) are in good order, and are valid prior to and for the entire duration of the Grand Prize.

Travel and accommodation arrangements are at the sole discretion of the Sponsor. Absolutely no changes to travel dates or passenger names are permitted once the booking has been made and the Grand Prize Winner has submitted the name of the Guest and all related booking information to Sponsor.

Resale of any NHL® game/event tickets is strictly prohibited. The Grand Prize Winner and Guest must abide by all venue policies and game/event ticket terms and conditions. Sponsor reserves the right to revoke the full or partial Grand Prize from Grand Prize Winner or Guest who Sponsor or venue personnel in their sole discretion deem may be: (a) intoxicated; (b) a safety risk; (c) in violation of any venue policy or law; or, (d) bringing the NHL Entities, NHLPA Entities or the Sponsor into disrepute. Sponsor is not responsible if an NHL® game or event is cancelled or postponed for whatever reason. Specifically, if the All-Star Experience does not occur as scheduled for any reason whatsoever, the Sponsor reserves the right to substitute the Grand Prize with an alternative Grand Prize of equal or greater value.

11) PRIZE SUBSTITUTION: Unless otherwise mentioned in these Official Contest Rules, all prizes available in this Contest are, from now on, collectively referred to as the “**Prize**” or “**Prizes**”, and all respective winners are collectively referred to as “**Winner**” or “**Winners**”. All Prizes available in this Contest must be accepted as awarded. No substitutions or transfers of Prize by any Winner is permitted. Sponsor reserves the right, in its sole discretion, in the event that a Prize or any component of any Prize cannot be awarded as described for any reason, to substitute or modify the Prize or component with (a) prize(s) of equal or greater value, without liability.

The Winners and Guest are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any. If the Winner elects to travel through other means not specified herein, no additional compensation will be awarded.

12) ENTRY CONDITIONS AND VERIFICATION: All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

Any attempt by any Entrant to participate or submit an Entry in any method or to enter or participate in any fashion not sanctioned by the Official Contest Rules will void that individual's Entry and eligibility to win a Prize and the Entrant may be disqualified from the Contest, at the sole discretion of the Sponsor.

Any Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means (including, but not limited to, robots or phishing scams), or do not conform to or satisfy any condition of the Official Contest Rules may be disqualified by the Sponsor. Proof of submission does not constitute proof of receipt. Entries that are not fully completed and submitted during the Contest Period will be rejected (in the sole and absolute discretion of the Sponsor). The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, damaged, stolen, incomplete, or incompatible Entries. Entries become property of Sponsor and will not be acknowledged or returned.

13) LIMITATION OF LIABILITY: By entering the Contest, Entrants accept and agree to these Official Contest Rules and the decisions of Sponsor, which shall be final in all matters. Releasees (as defined below) are not responsible for lost or late Entries, the Declaration, or for any typographical or other error in the printing of the offer, failure of the Contest website, administration of the Contest, or announcement of any Prize, or for technical, hardware, or software malfunctions, computer virus, bugs, tampering, unauthorized intervention, fraud, 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 Contest, or by any human error which may occur in the processing of the Entries in this Contest, or any other cause beyond the reasonable control of Sponsor that interferes with the proper conduct of the Contest as contemplated by these Official Contest Rules.

The Sponsor, the NHL Entities and the NHLPA Entities extend absolutely no representations or warranties in respect of a Prize and accept no liability arising in respect of such Prize or in the use thereof.

14) RELEASES, WAIVERS, AND DISCLAIMERS:

Unless otherwise required by applicable law, the Entrant agrees to the following releases, waivers and disclaimers:

CONTEST RELEASE: By entering the Contest, Entrants agree to forever release, discharge, and hold harmless, the Sponsor, Promotion Parties, their affiliates, subsidiaries, their advertising and promotional agencies and their respective directors, officers, employees, members, representatives, successors, assigns and agents, parent and related companies, licensors, licensees (collectively, the “**Releasees**”), from and against any and all damages, claims, injuries, death, loss and/or liability to person or property, due in whole or in part, whether directly or indirectly, by the entering and participation in the Contest, including any travel related thereto.

PRIZE RELEASE: If an Entrant wins a Prize and accepts the Prize, such acceptance shall mean full satisfaction of the entitlement as an Entrant and Winner in the Contest and the Entrant fully discharges and forever releases the Releasees, of and from any and all claims, demands, losses, damages, actions, or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors, or assigns may now or hereafter have against any of the Releasees in connection with the use, misuse, or otherwise of the Prize.

Entrant also acknowledges and agrees, without limiting the generality of the foregoing, that the Releasees are not responsible for any injury, accident, death, or dismemberment, or any other loss, damage or expense in connection with the participation in the Prize. Refusal to accept a Prize releases the Releasees of all responsibility and obligations toward the Entrant of such Prize.

In no event shall Sponsor be held to award more Prizes than what is mentioned in these Official Contest Rules or to award Prizes otherwise than in compliance with these Official Contest Rules.

15) RIGHTS OF SPONSOR: If, in the Sponsor’s opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of the Contest, the Sponsor reserves the right, with consent of the

Régie des alcools, des courses et des jeux, to modify, cancel, or suspend this Contest without prior notice or obligation.

Any attempt to deliberately damage any website or other component, or to otherwise undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

The Sponsor reserves the right to disqualify a person if he/she enters the Contest or tries to do so by any means contrary to these Official Contest Rules or which would be unfair to other Entrants or where Entries are generated by any mechanical or automated means, including the supply of untruthful, inaccurate, or misleading details or information. Entry materials that have been tampered with, reproduced, falsified, or altered are automatically void. In the event a dispute arises as to the identity of an online potential Winner, Entries made by internet will be declared by the name on the associated online entry form.

All federal, provincial, and local laws and regulations apply. This Contest and the Official Contest Rules shall be governed by, and construed in accordance with, the laws of the Province of Ontario.

16) PUBLICITY: Entering this Contest and accepting a Prize (if applicable) constitutes permission for the Sponsor, and its agencies to use the Entrants', Winners' (and Guest's), as applicable, names, cities, and provinces/territories of residence, biographical information, Entry information, Prize information, video (including video footage of Grand Prize Winner's and Guest's participation in the All-Star Experience), recording, voice, photograph, statements, and likenesses for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless otherwise prohibited by law.

17) PRIVACY: Sponsor, the NHL (1185 Avenue of the Americas, New York, NY 10036) and the NHLPA (10 Bay St., 12th Floor Toronto, ON, M5J 2R8) respect Entrants' right to privacy. Personal information collected from Entrants (including but not limited to names, age, mailing addresses, telephone numbers, and email addresses) will only be used for the purpose of administering this Contest and conducting publicity about this Contest. By entering this Contest, Entrants consent to Sponsor's collection, use, and disclosure of their personal information for these purposes. For a copy of Kraft Heinz's Privacy Promise, please call 1-800-567-KRAFT or visit www.kraftcanada.com/privacypromise. For a copy of the NHL® Privacy

Policy, please visit www.nhl.com/privacy. For a copy of the NHLPA Privacy Policy, visit www.nhlpa.com/privacy-policy.

18) PROVINCE OF QUEBEC: Any litigation respecting the conduct or organization of the Contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a Prize in the Contest may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.

19) LANGUAGE DISCREPANCY: Unless otherwise required by applicable law, in the event of any discrepancy or inconsistency between the English language version and the French language version of the Official Contest Rules, as applicable, the English version shall prevail, govern, and control.

20) TAX: All federal, state, provincial/territorial, local, and other taxes on a Prize, if any, are the sole responsibility of the Winner.

21) OFFICIAL CONTEST RULES: These Official Contest Rules are available on www.maxwellhouse.ca.

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