

THE UNLOCK YOUR TREASURE
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

The Unlock Your Treasure ("Promotion") is sponsored by Amplify Snack Brands, Inc. ("Sponsor"), 500 W. 5th Street #900, Austin, TX 78701, and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on April 1, 2021 at 12:00 PM (noon) Eastern Time ("ET") and ends on September 30, 2021 at 11:59:59 PM ET ("Promotion Period"). The Administrator's computer is the Promotion's official clock. The Promotion includes an instant win ("Instant Win") and a sweepstakes ("Sweepstakes").
- 2. ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, ViacomCBS, Inc. ("Nickelodeon"), and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the "Promotion Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void outside the United States and where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. Sponsor is not responsible for any change of email address or mailing address of entrants. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's entries will be declared null and void and any prize an entrant might have been entitled to win will not be awarded any may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO PARTICIPATE:** There are two (2) ways to participate:
 - A. Make a Purchase:** During the Promotion Period, eligible entrants may purchase any 7oz, 10oz, 1oz 6pk multi-pack, or 4oz specially marked bag of Pirate Booty online and/or at any participating store, ("Qualifying Purchase"), while supplies last. There is a total of three million two hundred twenty-one thousand nine hundred seventy-nine (3,221,979) specially marked bags of Pirate Booty available during the Promotion Period. Upon making a

Qualifying Purchase, entrant must open the Qualifying Purchase bag, look for a paper key ("Key") inside the Qualifying Purchase bag, and locate the code ("Code") on the Key. There is a total of three hundred twenty-two thousand one hundred ninety-eight (322,198) Keys randomly distributed amongst the specially marked bags. If entrant's Qualifying Purchase includes a Key, entrant is a winner of an instant prize ("Instant Prize") (defined below) and a potential winner of a Sweepstakes prize. Not all Qualifying Purchase bags include Keys or Codes and if an entrant does not find a Key and Code inside his/her Qualifying Purchase bag he/she is not a potential prize winner.

Entrants who do find a Key and Code inside his/her Qualifying Purchase bag, must visit UnlockYourTreasure.com ("Website") and complete and submit within the Promotion Period the registration form including, but not limited to, his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Entrant must also enter the Code from his/her Key. After registering or logging-in and entering a Code, entrant will receive one (1) entry into the Sweepstakes

B. Participate Without Making a Purchase:

- i. Mail-in Code Request: To request a Code without making a purchase from March 15, 2021 through September 15, 2021, an entrant may legibly hand write his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address on a 3½" x 5" properly stamped postcard and mail it to: The Unlock Your Treasure Code Request, P.O. Box 251328, West Bloomfield, MI 48325 ("Mail-In Request"). Requests sent in an envelope will not be accepted. Mail-In Requests must be postmarked by September 15, 2021 and received by September 25, 2021. For each Mail-In Request, Administrator will conduct a random drawing based on the same odds as the purchase method (1:10) to determine if the entrant will receive a Code. If the entrant receives a Code per the random drawing, the Administrator will send one (1) Code by e-mail to the e-mail address provided on the request. Mail-in requests become the property of Sponsor and/or Administrator, as applicable, and will not be returned and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.
- ii. Online Promo Code Request: To request a Code without making a purchase from 12:00 AM ET on September 16, 2021 to 11:59:59 PM ET on September 30, 2021, an entrant must send an email to UnlockYourTreasure@prizelogic.com and include his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address ("E-Mail Request"). For each E-Mail Request, Administrator will conduct a random drawing based on the same odds as the purchase method (1:10) to determine if the entrant will receive a Code. If the entrant receives a Code per the random drawing, Administrator will send the entrant one (1) Code to the e-mail address requesting the Code.

All Codes must be obtained during the Promotion Period.

If entrant receives a free Code, he/she must visit the Website and follow the instructions on the Website screen to complete and submit the registration form including, but not limited to, his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Entrant

must also enter the Code from his/her Key within the Promotion Period. After registering or logging-in and entering a Code, entrant will receive one (1) entry into the Sweepstakes.

LIMIT: Regardless of method of obtaining a Code, there is a limit of one (1) Sweepstakes entry per day per person during the Promotion Period. A “day” is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period, except on April 1, 2021 when the day will start at 12:00 PM (noon) ET and end at 11:59:59 PM ET.

4. SWEEPSTAKES RANDOM DRAWING: On or around October 4, 2021, the Administrator will randomly select four (4) potential Sweepstakes grand prize winners, one hundred (100) potential Sweepstakes first prize winners, one hundred (100) potential second prize winners, and three hundred (300) potential third prize winners from all eligible entries received during the Promotion Period. Each Sweepstakes winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules

5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):

A. Instant Prizes: The instant prize is one (1) printed coupon (expires December 31, 2021) valid on any Pirates Booty® product up to \$5.99 (“Instant Prize”). Instant Prize may not be reproduced, is not valid for cash redemption, and is void if transferred to any person, firm, or group prior to store redemption. Consumer pays sales tax. Discount may not be combined with any other offer. LIMIT ONE COUPON PER PURCHASE. Void if copied, reproduced, altered, transferred, sold or exchanged. There will be three hundred twenty-two thousand one hundred ninety-eight (322,198) Instant Prizes in the Promotion. The ARV of each Instant Prize is \$5.99.

B. Sweepstakes Grand Prize (4): Each of the four (4) Sweepstakes grand prizes consists of a trip to Nickelodeon Hotels & Resorts Punta Cana, Dominican Republic for winner and up to four (4) guests (each a “Grand Prize”, collectively the “Grand Prizes”). Each Grand Prize includes: (i) round-trip coach class air transportation from a major commercial airport near winner’s residence (as solely determined by Sponsor and Nickelodeon) to Punta Cana, Dominican Republic for winner and up to four (4) guests (each a “Guest”, collectively the “Guests”). Any Guest who has not reached the age of majority in their state of residence must be accompanied by their parent/legal guardian. Winner and Guests are solely responsible for providing their own transportation to/from their residence(s) and the airport; (ii) four (4) nights/five (5) days hotel accommodations (for parties of four [4] and under: one [1] room, quad occupancy, for parties of five [5]: one [1] room, two [2] queen beds & pullout sofa or such other accommodation arrangement as solely determined by Sponsor and Nickelodeon); (iii) all meals (excluding dining at on-site restaurant, Kitchen 23, and Nickelodeon Character breakfast), drinks, gratuities, room tax, non-motorized water sports and entertainment; and (iv) non-exclusive ground transportation to/from Punta Cana airport and the hotel. If the winner elects to travel or partake in the Sweepstakes Grand Prize without a Guest, no additional compensation will be awarded to the winner. If the winner elects to travel or participate in the Grand Prize with more than four (4) Guests, such additional guest(s) shall be responsible for any and all costs associated with such travel. Trip must be taken within twelve (12) months of the date winner is confirmed as an official winner, subject to hotel’s blackout dates, availability and other restrictions. Winner and Guests must travel on the same itinerary. The actual value of the trip may vary depending on point of departure, travel dates and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value

of the prize will not be awarded. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and Guests are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including, without limitation, airline baggage fees, non-inclusive meals and beverages, mini-bar charges, phone charges, merchandise, souvenirs and any other incidental costs or expenses related to participation in this prize. Travel must be booked at least seven (7) days in advance. Winner and Guests must sign and return a travel liability release before travel will be booked. Winner and his or her Guests hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. The Released Parties (as defined below) bear no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, neither Sponsor nor Nickelodeon shall have any obligation to the winner or Guests aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. Air transportation and hotel accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's and Nickelodeon's sole discretion. Lost or stolen tickets, travel vouchers or certificates or similar items, once they are in Grand Prize winner's possession, will not be replaced. Travel must be roundtrip. No stopovers are permitted on tickets issued in the Grand Prize. If a stopover occurs, the Grand Prize will terminate and Grand Prize winner and his/her Guests will be responsible for the full fare which will be charged from the stopover point for the remaining trip segment(s), including the return. Airline and flight itinerary will be determined by Sponsor and Nickelodeon in its sole discretion. All airline tickets issued in conjunction with the Grand Prize are not eligible for upgrades. Any unclaimed and/or unused Grand Prize or element thereof will be forfeited and will remain the property of Nickelodeon. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth by Sponsor's and/or Nickelodeon's air travel prize supplier, as detailed in the passenger ticket contract issued by such supplier. In the event the Grand Prize winner and/or his or her Guest(s) engage in behavior during travel and/or other applicable experience that (as determined by Sponsor or Nickelodeon in their sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor, Nickelodeon or any of Sponsor's or Nickelodeon's services, products, trademarks, service marks, or logos, Sponsor and/or Nickelodeon reserves the right to terminate the Grand Prize or other applicable experience early, in whole or in part, and send Grand Prize winner and/or his or her Guests home with no further obligation or compensation whatsoever to Grand Prize Winner or his/her Guests. In the event Grand Prize winner or any Guest engages in behavior during travel and/or other applicable experience that (as determined by Sponsor or Nickelodeon in their sole discretion) is illegal, tortious, or subjects Grand Prize winner or Guest(s) to arrest or detention, neither Sponsor nor Nickelodeon shall have any obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Grand Prize winner or Guest(s) as a result of such conduct. There will be four (4) Sweepstakes Grand Prizes. The ARV of each Sweepstakes Grand Prize is \$15,000.00, the ARV for all Sweepstakes Grand Prizes is \$60,000.00.

RELEASED PARTIES SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE GRAND PRIZES OR ANY OTHER ASPECT OF GRAND PRIZE WINNERS' OR ANY GUESTS' ACCEPTANCE OR USE OF THE GRAND PRIZES.

- C. Sweepstakes First Prizes (100):** The Sweepstakes first prize is a beach bundle that includes one (1) velour beach towel, one (1) seaside zippered cotton tote, one (1) party chair, one (1) wood laminate skim board, one (1) flow dry bag backpack, one (1) cornhole bag toss game set, one (1) family beach shelter, and one (1) Tundra 45 hard cooler (“Sweepstakes First Prize”). There will be one hundred (100) Sweepstakes First Prizes. The ARV of each Sweepstakes First Prize is \$1,000.
 - D. Sweepstakes Second Prizes (100):** Each Sweepstakes second prize is a one (1) year supply of Pirate’s booty (awarded as two [2] cases, each containing six [6] bags of 10oz Aged White Cheddar shipped monthly to winner, for a total of one hundred forty-four [144] bags) (each a “Sweepstakes Second Prize”). There will be one hundred (100) Sweepstakes Second Prizes. The ARV of each Sweepstakes Second Prize is \$1,006.56.
 - E. Sweepstakes Third Prizes (300):** Each Sweepstakes third prize is a water floatie (each a “Sweepstakes Third Prize”). There will be three hundred (300) Sweepstakes Third Prizes. The ARV of each Sweepstakes Third Prize is \$50.
 - F. Total ARV:** The total ARV of all available prizes in the Promotion is \$2,205,621.42. The ARV of the prizes is based on available information provided to Sponsor.
 - G. Odds of Winning/Limit:** The odds of winning an Instant Prize is 1:10. The odds of winning a Sweepstakes prize depend on the total number of eligible Sweepstakes entries received during the Promotion Period. There is a limit of one (1) Sweepstakes Prize per person during the Promotion Period.
 - H. General Prize Restrictions:** Details of all prizes determined by Sponsor in its sole discretion.
- 6. HOW TO CLAIM A PRIZE:** The potential winners are subject to verification of eligibility and compliance with these Official Rules After the random drawing, Administrator will notify the potential Sweepstakes winners via e-mail at the e-mail address provided at the time of registration. Before being declared the winner, the potential Sweepstakes Grand Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment (“Affidavit”). Each potential Sweepstakes Grand Prize, First Prize, and Second Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to the potential winner or his/her prize may (in Sponsor’s sole discretion) be forfeited. All potential prize winners may be requested to provide additional documentation for verification purposes. Prizes won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor’s parent or legal guardian who must sign and return all required documents. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential winner fails to any requested documentation or an executed and notarized Affidavit within the ten (10) calendar day deadline (if applicable), the prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining

eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. First, Second, and Third Prizes will be mailed to verified winners at the street address provided at the time of registration within approximately 6 to 8 weeks from the end of the Promotion. The Grand Prize winner will be contacted for travel arrangements. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will issue an IRS Form 1099-MISC to each winner whose prize is valued at \$600 or more.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.

7. **LIMITATION OF LIABILITY:** By participating in this Promotion entrants agree that the Promotion Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any entrant or Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a prize. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, including due to fraud, virus, bugs or other causes beyond the control of Sponsor, or that otherwise corrupts the administration, security or proper play of the Promotion, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible entries received prior to such

cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Promotion, including the Website and prize components, 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. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES:** THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY:** Please see Sponsor’s privacy policy available at <https://amplifysnackbrands.com/privacy-policy> for details of Sponsor’s policy regarding the use of personal information collected in connection with the Promotion. If you are selected as a winner, your information may also be included in a publicly available winners list.
- 10. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor’s designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered or suspected in Sponsor’s sole and absolute discretion that an entrant has registered or attempted to register more than once using multiple e-mail addresses, accounts, multiple identities, proxy servers or like methods, all of that entrant’s entries will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional entries in excess of the stated limitation, that entrant may, in Sponsor’s sole discretion, be disqualified from the Promotion.

In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

12. WINNERS LIST: To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: The Unlock Your Treasure - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by November 30, 2021.

Customer Service inquiries may be made at [Contact Us](#).

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