

PLANTERS® Brand Go Nuts

Official Rules

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

1. Eligibility: PLANTERS® Brand Go Nuts (the “Promotion”) open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age or older (or nineteen (19) years of age or older for residents of Alabama and Nebraska) at the time of entry. Employees of Hormel Foods Sales, LLC (“Sponsor”), Merkle Inc. (“Administrator”), 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 Promotion 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 (the “Official Rules”) and Sponsor’s 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. The Promotion consists of a sweepstakes (the “Sweepstakes”) and an instant win game (the “Instant Win Game”).

2. Sponsor: Hormel Foods Sales, LLC, 1 Hormel Place, Austin, MN 55912. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on November 1, 2023 at 12:00 a.m. Eastern Time (“ET”) and ends on December 31, 2023 at 11:59 p.m. ET (the “Promotion Period”). Administrator’s computer is the official time-keeping device for this Promotion.

4. How to Enter:

a. Sweepstakes: There are two (2) ways to enter the Sweepstakes, as outlined below:

(1) Make a Purchase: During the Promotion Period, make an in-store purchase of at least one (1) item listed in Appendix A (“Qualifying Purchase”). Be sure to keep your receipt. Online purchases are not eligible. Receipts cannot be given away, bartered, auctioned, sold, or traded and all such receipts may be void. Participation in the Promotion by individuals who do so may be terminated at Sponsor’s discretion. Next, take an image of your entire receipt. The receipt image must be clear and legible and display all the following: the purchase date and time, and the Qualifying Purchase(s), the price of the Qualifying Purchase(s) and total amount spent. Receipt image must not be larger than 5MB and may only be one of the following file types: .gif, .png, .jpg, or .pdf. Then, visit www.planters.com/holiday and complete and submit the registration form including a valid email address. Follow the links and instructions to upload your receipt image. Each receipt can only be uploaded once. You will receive one (1) entry into the Sweepstakes.

(2) Mail-in Alternate Method: To enter without making a purchase, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to “PLANTERS® Brand Go Nuts,” c/o Merkle Inc., P.O. Box 5021, Department 859330, Kalamazoo, MI 49003-5021. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by January 1, 2024 and received by January 8, 2024. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

- b. **Instant Win Game:** During the Promotion Period, visit www.planter.com/holiday and complete and submit the registration form including a valid email address. You will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may receive up to five (5) Sweepstakes entries during the Promotion Period regardless of method of entry or combination; each entrant may play the Instant Win Game one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. **Sweepstakes:** Administrator will randomly select the potential Sweepstakes winner, from all eligible entries on or around January 10, 2024. **Instant Win Game:** Six thousand one hundred twenty-two (6,122) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winner will be notified by email or phone. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner of a prize valued at or greater than \$600.00 will 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 five (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 any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of a prize valued over \$25.00 is disqualified for any reason in Sponsor's sole

discretion, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the applicable prize will remain un-awarded. Unclaimed prizes valued at or less than \$25.00 will not awarded.

8. Prizes:

Sweepstakes Prize: ONE (1) GRAND PRIZE: Winner’s choice of one (1) of the following:

- a. The grand prize consists of roundtrip, coach-class airfare for the winner and a guest from a major airport near the winner's home (chosen in Sponsor's sole discretion) to New York City, NY, lodging for up to five (5) nights at Hilton Times Square or comparable (single room, double occupancy), transfers to and from the airport, winner must be able to travel on the dates/times chosen by Sponsor or forfeit the prize. Prizes are awarded “as is,” with no warranty or guaranty, either express or implied by the Sponsor or the Administrator. The winner acknowledges that there is inherent risk associated with travel, and by accepting the prize the winner agrees to incur such risk and release Sponsor from any liability for related damages. Winner acknowledges and agrees Sponsor will not provide any insurance associated with the prize, and winner and guest are responsible for obtaining any related insurance, if desired. Only those specific items listed above are included in the prize, and all details not specifically listed above will be at Sponsor’s sole discretion. Winners are solely responsible for any expenses incurred in connection with the trip not specifically included above, including airline baggage fees, gratuities, incidental travel and meals. All travelers (winner and guest) must travel on same itinerary. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. 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 in these Official Rules, and those set forth by the Sponsor’s airline carrier of choice as detailed in the passenger ticket contract. The Sponsor is not responsible if any scheduled flight, transfer, lodging or event is delayed, unavailable, postponed or cancelled for any reason and winner will not be reimbursed for associated costs. Airline tickets may be subject to issuer's standard rain-check policies and procedures. Limitations and restrictions may apply, based on resort and airline policies. If a winner's guest is a minor (as determined by his/her state of residence), winner must be the minor's parent/legal guardian and must complete required paperwork on behalf of minor as applicable. Winner and travel companion must execute liability/publicity releases prior to issuance of prize documents, as outlined below. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. The actual/ARV value may differ at the time of prize award. The ARV of travel may vary based on airfare Approximate Retail Value ("ARV"): \$13,000. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.
- b. One (1) \$10,000 check. ARV: \$10,000.

Instant Win Game Prizes:

Prize	Quantity	ARV per Prize
MR. PEANUT® Brand Holiday Lights Sweater	47	\$33.63
MR. PEANUT® Brand Holiday Dancing Sweater or Nuttiest Time of the Year Sweater	207	\$28.91
MR. PEANUT® Brand Snowman Kit	368	\$20.00

MR. PEANUT® Brand Ornament	3,000	\$10.00
PLANTERS® Brand Coupon	2,500	\$3.99

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded.

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be fulfilled approximately 10-12 weeks after the conclusion of the Promotion. TOTAL ARV OF ALL PRIZES: \$67,899.98. Limit: One (1) Sweepstakes prize and one (1) Instant Win Game prize per person.

9. General Conditions: As a condition of entering the Promotion, entrant agrees (and agrees to confirm in writing, if requested): (a) to release and hold harmless Sponsor, Administrator and their respective affiliates, suppliers, distributors, advertising/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") and that such Released Parties shall have no liability whatsoever from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize; (b) that, except where legally prohibited, entrant grants (and agrees to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, image, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes, in any and all markets and media now known or hereafter discovered, worldwide in perpetuity, without additional compensation, notification, permission or approval.

Please see the privacy policy located at <https://www.hormelfoods.com/privacy-policy> for details of Sponsor's policy regarding the use of personal information collected in connection with the Promotion. Additionally, any communication between entrant and Sponsor or its agencies regarding the Promotion (e.g. phone calls, text messages, chats, email, etc.) may be recorded for quality assurance and training purposes. Winners' names may be included in a publicly available winners' list.

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Promotion, 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) including, but not limited to, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute, lockout, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state/provincial or local government law, order, regulation, or guideline, public health crisis (e.g., Coronavirus), order of any court or jurisdiction, event cancellation, scheduling conflict, inclement weather, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) that interferes with any aspect of the Promotion, 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 Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any use of robotic, automatic, marco, programmed or like entry methods will void all such entries by such methods and disqualify any entrant using such methods. Any attempt by any person to deliberately undermine the legitimate

operation of the Promotion 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.

10. Limitations of Liability: Released Parties are not responsible for lost, late, misdirected, incomplete, deceptive, garbled or non-delivered entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider ("ISP"), Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of an entry or other information or the failure to capture, or loss of, any such information. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer, mobile phone or other device related to or resulting from participating in the Promotion or downloading materials from or use of the Website. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, human error, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of this Website. 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 in the Promotion, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

IN NO EVENT, WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PROMOTION OR YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTED MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING IN CONNECTION WITH THE PROMOTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO EVERY ENTRANT.

11. Disputes: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Mower County, Austin, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential, 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 LIMITATION 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 entrant or Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

12. Governing Law: Except where prohibited by law, by participating, entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Minnesota. By participating, entrant consents to the exclusive jurisdiction of the state and federal courts of Minnesota, and consent to venue exclusively in Mower County, Minnesota.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.hormelfoods.com/privacy-policy>.

14. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

© 2023 Merkle Inc. All Rights Reserved.

Appendix A

Product Name	Product Name on Receipt	Product Number
PLANTERS® Almond Cashew Pecan Mix	15.25Z PLTRS ALM/CSHW/PCN MX	29000020795
PLANTERS® Deluxe Mixed Nuts	8.75Z DLX MIXED NUTS	29000016200
PLANTERS® Deluxe Mixed Nuts	15.25Z PLTRS DLX MX NUT	29000020771
PLANTERS® Deluxe Mixed Nuts	27Z PLNTR SN DLX MIX NUTS 1	29000023888
PLANTERS® Deluxe Lightly Salted Mixed Nuts	8.75Z DLX LS MXD NUTS	29000016217
PLANTERS® Deluxe Lightly Salted Mixed Nuts	15.25Z PLTRS DLX MIX NUT LS	29000020764
PLANTERS® Deluxe Mixed Unsalted Nuts	15.25Z PLTR DLX MX UNSLT NUT	29000022058
PLANTERS® Deluxe Mixed Unsalted Nuts	34.5Z PLTRS DLX MX NUTS	29000020115
PLANTERS® Pistachio Lovers Mix	18.5 OZ PISTACHIO LOVERS	29000017191
PLANTERS® Deluxe Mixed Nuts	34Z PLNTR DELUXE MIXED NUTS	29000017986
PLANTERS® Regular Mixed Nuts	10.3Z PL REG MXD NUTS	29000016651
PLANTERS® Regular Mixed Nuts	15Z PL MXD NUTS	29000016705
PLANTERS® Regular Mixed Nuts	27Z PLNTR REG MIXED NUTS 6CT	29000018570
PLANTERS® Regular Mixed Nuts	56Z PLNTR REG MIXED NUTS	29000073692
PLANTERS® Lightly Salted Mixed Nuts	10.3Z PL LTLY SLTD MXD NUTS	29000016699
PLANTERS® Lightly Salted Mixed Nuts	15Z PL LTSALT MXD NUTS	29000016712
PLANTERS® Unsalted Mixed Nuts	10.3Z PL UNSLTD MXD NUTS	29000016682
PLANTERS® Mixed Nuts	6.5Z PLTR MIXED NUTS	29000073678
PLANTERS® Mixed Nuts	8.5Z PLTRS REG MX NUT	29000020108
PLANTERS® Honey Roasted Mixed Nuts	10Z PL HR MXD NUTS	29000016668
PLANTERS® Deluxe Mixed Unsalted Nuts	27Z PLNTR SN UNSLT DLX MX NT	29000023918
PLANTERS® Pumpkin Spice Almonds	15.25Z PLTRS PMPKN SPC	29000019843
PLANTERS® Harvest Medley	16.75Z PLTRS HRVST MDLY	29000019836
PLANTERS® Holiday Gift Pack	34Z PLTRS HOLIDAY GIFT PACK	29000072145
PLANTERS® Brittle Nut Medley	19.25Z PLANTERS BRITTLE MIX	29000018235
PLANTERS® Winter Spice Nuts	18.75Z PLNTR WNTR SPICE NUTS	29000018242
PLANTERS® Holiday Nut Crunch	21 PLTRS HLDY NUT CRNCH	29000019850
PLANTERS® Butter Cinnamon Pecan	5.5 OZ PLNTR SN BUTTR CIN P	29000024656
PLANTERS® Cocoa Almonds	6Z PLTS COCOA ALMOND	29000288157