

Tombstone Pizza - Elm Street Sweepstakes
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW.

ENTRANTS MUST BE PHYSICALLY LOCATED AND RESIDING ON A STREET CALLED “ELM STREET”. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT LIVE ON AN “ELM STREET”.

Sponsor: Nestlé USA, Inc. 1812 N. Moore Street, Arlington, VA 22209.

Sweepstakes Period: The Sweepstakes begins at 12:00:01 A.M. Eastern Time (“ET”) on October 3, 2022 and ends at 11:59:59 P.M. ET on October 31, 2022 (“Sweepstakes Period”).

Eligibility: The Tombstone Pizza - Elm Street Sweepstakes (“Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years of age (19 in AL & NE, 21 in MS) at the time of entry. **Entrants must be physically located and residing on a street called “Elm Street” (i.e., an “Eligible Street”).** Void where prohibited or restricted by law. Employees of Nestlé USA, Inc. (“Sponsor”), or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution, or distribution of the Sweepstakes (collectively with Sponsor, the “Sweepstakes Entities”), and any of their respective parent and affiliate companies or subsidiaries, as well as the immediate family (spouse, parents, step-parents, siblings and step-siblings, children and step-children, and their respective spouses, regardless of where they reside) and household members (whether or not related) of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.

How To Enter: During the Sweepstakes Period, visit <https://play.keplifedelicious.com/TombstoneElmStreet> (“Website”) and follow the instructions to provide your first name, last name, home address (must be located on an Eligible Street (including ZIP)), and email address, then click “Submit” (“Entry”). All Entries must be received by the end of the Sweepstakes Period. **Limit one (1) Entry per person.** Sweepstakes Entities will not be responsible for lost, late, misdirected, delayed, incomplete, inaccurate, stolen, or garbled Entries, or Entries submitted in a manner that is not expressly provided herein, and all such Entries shall be deemed void and ineligible for inclusion in the Sweepstakes. Entrants who do not follow all of the instructions, do not live on an Eligible Street, do not provide the required information on the entry form, or do not abide by these Official Rules or other instructions of Sponsor may be disqualified. Sweepstakes Entities are not responsible for misdirected email or entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes.

Drawing/Winner Notification: On or about November 1, 2022, Sponsor will randomly select two hundred and fifty (250) potential Pizza Prize Winners and one potential (1) Grand Prize Winner from among all eligible Entries received during the Sweepstakes Period. Odds of winning depend on the total number of eligible Entries received during the Sweepstakes Period. Each potential Pizza Prize Winner will be notified via U.S. mail and will be sent their Pizza Prize (as described below) within four (4) weeks of the drawing date. In the event mail is returned as undeliverable without a forwarding address, the Pizza Prize may be forfeited, and an alternate potential Pizza Prize winner may be selected from among all remaining Entries at Sponsor’s sole discretion. Unclaimed prizes will not be awarded.

The potential Grand Prize winner will be notified by email. Sponsor will make two (2) attempts within a twenty-four (24) hour period to notify the potential Grand Prize winner at the email address submitted at the time of Entry. Potential Grand Prize winner must respond within forty-eight (48) hours of notification. **Failure of the potential Grand Prize winner to respond within forty-eight (48) hours of notification may result in disqualification and an alternate potential Grand Prize winner may be selected.** Potential Grand Prize winner may be required to sign a winner's agreement and release ("Release") and return it by the date specified in Sponsor's notification, or Grand Prize will be forfeited in its entirety and another potential Grand Prize winner may be selected.

If a potential winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or prize is returned as undeliverable, such potential winner may be disqualified and an alternate potential winner may be selected for the prize at issue. Sweepstakes Entities are not responsible for any change of physical address or email address of any entrant.

Publicity Grant: By submitting an Entry, each entrant agrees to allow use of his or her name, likeness, city and state of residence, and/or biographical information for promotional purposes (including posting on the Website), in any and all media, now or hereafter known, worldwide in perpetuity, without additional compensation or notification to, or permission from, entrant, except where prohibited.

Grand Prize: One (1) years' worth of Tombstone pizza, awarded in the form of fifty-two (52) coupons. **Approximate Retail Value ("ARV") of Grand Prize: \$363.48.**

Pizza Prizes (250): One (1) Tombstone pizza, awarded in the form of a coupon. **ARV of each Pizza Prize: \$6.99. Total ARV for all Prizes: \$2,110.98.**

No cash substitutions for prizes will be permitted and prizes are non-refundable and non-transferable, except at sole discretion of Sponsor. Coupons are subject to terms and conditions specified thereon including expiration date. Sponsor reserves the right to substitute prize of comparable or greater value. **Limit one (1) prize per person.** Federal, state and local taxes are solely the responsibility of each winner. Each winner will have to provide a street address for delivery of his/her prize (no P.O. boxes). Shipping at Sponsor expense. Winner acknowledges that once a prize is shipped, Sponsor has no control over delivery or delivery time, and any loss or theft of prize once delivered will be the responsibility of the winner, and no replacement prize will be supplied. Prizes are awarded "as is" with no warranty or guaranteed, either expressed or implied. All prize details are at Sponsor's sole discretion.

Entry Conditions and Release: By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

Privacy: Any information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor in accordance with the terms of Sponsor's Privacy Notice. Please review Sponsor's Privacy Notice: <https://privacy.nestleusa.com/>.

General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute 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 or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the end date and time, Sponsor may (if possible), in its sole and absolute discretion, randomly award all prizes from among all eligible, non-suspect Entries received as of the date and time of the event giving rise to the termination or as otherwise deemed fair and appropriate by the Sponsor. 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 or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner and void all associated Entries. 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. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Automated entries are prohibited, and any use of automated devices will cause disqualification. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant and such individual must comply with these rules. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

Limitations of Liability: The Sweepstakes Entities as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical, typographical, mechanical, network, human, or other error which may occur in the administration of the Sweepstakes or the processing of Entries, the announcement of the prizes, or in any Sweepstakes-related materials; or (5) any liability, loss, 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 receipt, possession, or use or misuse of any prize.

Disputes/Governing Law: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of winners or for any disputes arising from the loss or injury from the redemption of a prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of prizes) shall be submitted to final, binding arbitration conducted in Arlington County, VA under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Virginia state or federal court judge who shall follow Virginia law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Arlington County, VA including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Sweepstakes Entities shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Arlington County, VA. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other

provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Arlington County, VA; (iii) 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 (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the State of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Virginia.

Sweepstakes Winners List: For the names of the winners of the Sweepstakes (available after November 17, 2022) send a request via email to tombstonesocial@us.nestle.com by no later than 30 days after the end of the Sweepstakes.