

DiGiorno Free Pi! Promotion

PROMOTION TERMS

NO PURCHASE NECESSARY. EACH PARTICIPANT AGREES TO THESE PROMOTION TERMS. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY OR ASSOCIATED WITH TWITTER, INC.

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

Administrator: Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318.

1. Eligibility: The DiGiorno Free Pi! Promotion (“Promotion”) is open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older (or 19 if a resident of AL or NE). Void where prohibited or restricted by law. Employees of Nestlé USA, Inc. Brandmovers, Inc. and/or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion (collectively with Sponsor, the “Promotion Entities”) and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win.

2. Promotion Period: Promotion will be open and offered to all eligible entrants ONLY on February 2, 2020, and ONLY if and when the score of the Professional Football Championship Game is 3 to 14, or 14 to 3 (“Promotion Period”). The Promotion Period will only last until one thousand five hundred (1,500) eligible entrants submit a form (as described below), OR when the score changes from 3 to 14 or 14 to 3 to another score not containing “3” and “14,” whichever occurs sooner. In the event the score never reaches 3 to 14 or 14 to 3 in the Professional Football Championship Game on February 2, 2020, then this promotion will NOT occur, and no prizes will be awarded.

3. How To Enter: To enter, visit digiorno.brandmovers.co (Website) during the Promotion Period, and find the form on the Website, provide your first and last name, email address, mailing address, date of birth, and accept these Terms and click submit (“Entry”). All entries must be received by the end of the Promotion Period as described in Paragraph 2 above. **Limit one (1) Entry per person and household for the entire Promotion Period.** Neither Nestlé USA, Inc. (“Sponsor”) nor Brandmovers, Inc. (“Administrator”) will be responsible for lost, late, misdirected, delayed, incomplete 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 Promotion. By entering this Promotion, entrants accept and agree to be bound by these Terms and the decisions of the Administrator, which shall be final, binding and conclusive on all matters relating to the Promotion.

4. How winners are determined: During the Promotion Period, the first one thousand five hundred (1,500) eligible entrants who submit an Entry will each receive a Prize (subject to verification of eligibility and compliance with these Promotion Terms). There will be a maximum of one thousand five hundred (1,500) Prizes awarded in this Promotion. Prizes will be awarded on a first-come first-serve basis, while supplies last. Odds of winning a prize depend on whether or not the score ever reaches 3 to 14 or 14 to 3 in the Professional Football Championship Game on February 2, 2020, and if so, when an entrant submits his/her eligible Entry.

5. Prizes: Maximum of one thousand five hundred (1,500) prize winners - Each winner will receive one (1) free DiGiorno pizza, awarded in the form of a coupon. Approximate Retail Value ("ARV") is \$7.99 each. Administrator will mail out prize coupon to the address provided on each winner's Entry. Allow 3-5 weeks for delivery. Sponsor and Administrator are not responsible for lost, late, damaged, delayed, incomplete, illegible, mutilated, returned or misdirected mail. **Limit one (1) prize coupon per person/household/address.** Coupons are subject to the terms, conditions and restrictions as printed on the coupon.

Each prize is non-transferable and may not be redeemed for cash. No substitutions will be made except as provided herein. Winners are responsible to pay any taxes associated with the prize. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize becomes unavailable. All prizes will be awarded provided they are properly claimed in accordance with these Terms.

6. Entry Conditions and Release: By entering, each entrant agrees to: (a) comply with and be bound by these Promotion Terms and the decisions of the Sponsor which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Promotion 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 Promotion, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Promotion 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 Promotion and/or entrant's acceptance, use or misuse of prize.

7. Privacy Policy: Any personally identifiable information collected during an entrant's participation in this Promotion will be collected by Sponsor and Administrator in accordance with their privacy policies. Please review Sponsor's privacy policy <https://www.digiorno.com/privacy> and Administrator's privacy policy at <https://brandmovers.com/terms-and-conditions>

8. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. If the Promotion is terminated before the end date and time, Sponsor will (if possible) award the prizes to all eligible, non-suspect entries received as of the date and time of the event giving rise to the termination. 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 these Promotion Terms or in an unsportsmanlike or disruptive manner. 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. Only the type and quantity of prizes described in these

Promotion Terms will be awarded. The invalidity or unenforceability of any provision of these 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 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 Promotion Terms shall not constitute a waiver of that provision.

9. Limitations of Liability: The Promotion 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Promotion, provided that if it is not possible to award another Entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to award the prizes to all eligible entries received up to the date and time of discontinuance for any or all of the prizes offered herein.

10. Disputes/Governing Law: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, other than those concerning the administration of the Promotion or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Promotion Terms (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 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 with experience in entertainment matters 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, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Promotion Entities shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Promotion Terms) in the state and federal courts of Arlington County. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Promotion Terms), 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; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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 Promotion Terms, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, 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.

11. Abbreviated Rules: NO PURCHASE NEC. Open to 50 US & DC, 18+ (or 19+ for AL & NE res). Void where prohibited. Runs on 2/2 only when/if football score is 3-14 or 14-3. Be 1st of 1500 to enter on digiorno.brandmovers.co to get a free pizza.