

HELUVA GOOD! GAME BREAKING PLAYS
OFFICIAL TERMS & CONDITIONS

The Heluva Good!® Game Breaking Plays (“Offer”) is sponsored by HP Hood LLC (“Sponsor”), 6 Kimball Lane, Lynnfield, MA 01940, and is administered by Twelve Thirty, LLC (“Administrator”). This Offer is in no way sponsored, endorsed or administered by, or associated with Meta Platforms Inc., or Instagram, LLC.

1. **OFFER PERIOD AND LIVE DROP:** The “Offer Period” will begin on August 23, 2025 and will end no later than December 7, 2025, or after all Gifts have been claimed, as set forth below, whichever comes first. The Offer consists of eighteen (18) separate potential limited time giveaways (each, a potential “Live Drop”). Each “Live Drop Period” will commence if and only if there is a play of fifty (50) yards or more resulting in a touchdown which occurs in a Big 12 Conference football game, i.e., a football game between two Big 12 teams, on the date specified as the Live Drop Start Date in chart below (a “Big Touchdown Play”), provided, there can be only one (1) Big Touchdown Play per Live Drop Start Date, following Sponsor’s Instagram post about the Big Touchdown Play, and ends at (1) 11:59:59 PM ET on the following calendar day, namely the Live Drop End Date specified in the chart below, or (2) after all Gifts, as defined in Section 4 of these Official Terms & Conditions, have been claimed for the specific Live Drop at issue, whichever comes first (each, a “Live Drop Period”). Plays of 50 yards or over in other college football games, including but not limited to non-Big 12 conference games involving one Big 12 team, will not constitute a Big Touchdown Play. There will be only one (1) Live Drop for each Live Drop Period, occurring when the first Big Touchdown Play occurs on the applicable Live Drop Start Date, as determined by Sponsor in its sole and absolute discretion. Even if there are multiple fifty yard touchdown plays during Big 12 Conference Games on a specific Live Drop Start Date, only the first will constitute a Big Touchdown Play that will result in a Live Drop for that particular Live Drop Period. A Live Drop will only occur if a “Big Touchdown Play” occurs on a Live Drop Start Date. If a Big Touchdown Play does not occur on the specified Live Drop Start Date, then there will be no Live Drop for that Live Drop Start Date. *For example, if a Big Touchdown Play does not occur on September 26, 2025, then Live Drop 4 will not occur and no Gifts will be awarded for Live Drop 4.*

Live Drop	Live Drop Start Date (when and if there is a touchdown of 50 or more yards in a Big 12 Conference football game, i.e., a football game between two Big 12 teams on the specified Live Drop Start Date; only one (1) Live Drop per Live Drop Start Date)	Live Drop End Date (if there is a touchdown of 50 or more yards in a Big 12 Conference football game, i.e., a game between two Big 12 teams, on the specified Live Drop State Date, then at (1) 11:59:59 PM ET on the specified Live Drop End Date, or (2) once all Gifts for the specified Live Drop are claimed, whichever comes first)
1	August 23, 2025	August 24, 2025
2	September 12, 2025	September 13, 2025
3	September 20, 2025	September 21, 2025
4	September 26, 2025	September 27, 2025
5	September 27, 2025	September 28, 2025
6	October 3, 2025	October 4, 2025
7	October 4, 2025	October 5, 2025
8	October 11, 2025	October 12, 2025
9	October 18, 2025	October 19, 2025

10	October 25, 2025	October 26, 2025
11	November 1, 2025	November 2, 2025
12	November 7, 2025	November 8, 2025
13	November 8, 2025	November 9, 2025
14	November 15, 2025	November 16, 2025
15	November 22, 2025	November 23, 2025
16	November 28, 2025	November 29, 2025
17	November 29, 2025	November 30, 2025
18	December 6, 2025	December 7, 2025

The Administrator's computer is the Offer official clock. NOTE: If a particular Big 12 Conference football game is rescheduled for any reason to occur on a different date or is delayed or postponed so that it does not either start or finish prior to 11:59:59 ET on the specified Live Drop Start Date for the particular Live Drop, that particular Big 12 Conference football game will not result in a Live Drop if a Big Touchdown Play occurs on a date that is not the specified Live Drop Start Date of the particular Live Drop.

2. **ELIGIBILITY:** This Offer is offered only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, excluding residents of Alaska and Hawaii, who are at least eighteen (18) years old, or the age of legal majority in the state of primary residence, at the time of participation. Employees, directors, officers, members, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotional agencies, and suppliers involved in the Offer ("Offer Entities"), as well as the members of each of their immediate families (defined as spouse, parents, children, and siblings) and persons residing in the same household (whether related or not) as such individuals are not eligible to participate or receive a gift. Void where prohibited or restricted by law.

Participation constitutes participant's full and unconditional agreement to these Official Terms & Conditions and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Offer.

3. **HOW TO PARTICIPATE:** During each Live Drop Period, when and if there is Big Touchdown Play, then, Sponsor will make a post to its Instagram account, <https://www.instagram.com/heluvagooddips/?hl=en>, that will include a call-to-action to participate in the Offer ("Trigger"). To participate, an eligible participant must click on the link in the Trigger to access the Live Drop Offer (the "Website").

After clicking the link in the Trigger (each, a "Claim"), the participant will be directed to the Website. If the participant is one of the first five hundred (500) individuals to submit a Claim, the participant will receive a digital coupon as described in Section 4 below ("Gift"). The Gifts available in the Offer will be distributed in the exact order of Claims received by Administrator starting immediately after the Trigger. A participant's eligibility to receive a Gift is subject to confirmation and verification. Once all of the Gifts allocated for each specific Live Drop have been claimed for that specific Live Drop, no further Gifts will be available in that Live Drop and the Live Drop will be closed. Sponsor will not accept screen shots or other evidence of a Claim in lieu of its validation process. Any Claim that occurs after the system has failed for any reason is deemed a defective claim, is void, and will not be honored.

Claim Limit: There is a limit of one (1) Claim per person per Live Drop. If more than one (1) Claim is received from the same person and/or e-mail address for a specific Live Drop, only the first Claim received will be considered valid.

4. GIFTS AND APPROXIMATE RETAIL VALUE (“ARV”):

- A. Gifts (500 per Live Drop):** Each “Gift” is a digital coupon for one free 12oz Heluva Good! Dip product, redeemable only at a participating retailer listed on the Website. Each coupon is unique and may only be redeemed once. The ARV of each Gift is \$4.00. The coupon does not include any sales tax or other taxes applicable on the purchase. Gifts are available on a first-come first-serve basis and while supplies last each Live Drop Period or until the applicable Live Drop End Date, whichever occurs first.

Each Gift will be delivered on screen on the Website and can be saved to a mobile device. Each Gift must be redeemed following the on-screen instructions at the time of display – a participant may not be able to go back and access the Gift after navigating away from the notification screen on the Website. **The Gift will be valid for two (2) weeks after it is delivered.** Gifts may not be redeemed for cash and each Gift has a cash value of 1/20th of one cent.

- B. Total ARV:** The total ARV of all Gifts available in a specific Live Drop is \$2,000. The total ARV of all Gifts available in this Offer is \$36,000.

- C. General Conditions on Gifts:** In no event will more than five hundred (500) total Gifts be awarded in any individual Live Drop. If, for any reason, more Gift notifications are sent (or more Claims are received) than the number of Gifts offered, as set forth in these Official Terms & Conditions, Sponsor reserves the right to distribute the intended number of Gifts based on the time stamp noted for the Claims received. Limit of one (1) Gift per person for each Live Drop Period. No Gift substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a gift of equal or greater value in case of unavailability of a Gift or Force Majeure Event (defined below). All other costs and expenses not expressly set forth herein shall be solely the recipient’s responsibility. The Offer Entities shall not be held responsible for any delays in distributing a Gift for any reason. If, after a good-faith attempt, Sponsor is unable to distribute or deliver a Gift, the Gift may not be re-awarded. All potential recipients are subject to verification by Sponsor or Administrator, whose decisions are final and binding. Approximate retail values are as of the time these Official Terms & Conditions were printed and the retail value of a Heluva Good! Dip may fluctuate depending on retailer. A recipient is not entitled to any difference between the ARV and the actual retail price of a Heluva Good! Dip at the time of purchase at retailer. All other costs and expenses not expressly set forth herein shall be solely the recipient’s responsibility.

- 5. LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, The Big 12 Conference, Inc., any retailer at which a Gift may be redeemed, Meta Platforms, Inc., and Instagram, LLC, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service

provider/network/Website accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Offer; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer and/or accepting a Gift; and (viii) Claims that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Terms & Conditions. Further, the Offer Entities are not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a participant's privacy or spam filter settings that may divert any Offer related e-mail to a spam or junk folder.

By participating in the Offer, each participant agrees: (i) to be bound by these Official Terms & Conditions; (ii) to waive any rights to claim ambiguity with respect to these Official Terms & Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; 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 attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's registration, participation or inability to participate in the Offer; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, 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 Gift (or any component thereof); (d) any change in the Gift (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Gifts (or any element thereof); or (h) the negligence or willful misconduct by participant.

If, for any reason, the Offer is not capable of running as planned or the integrity or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer, including the selection of Gift recipients in a manner it deems fair and reasonable, without any further obligation provided a sufficient number of eligible claims are received. If Sponsor, in its discretion, elects to alter this Offer as a result of a Force Majeure event, a notice will be posted at live.gamebreakingdips.com. In the event that, due to technical, typographical, mechanical or other errors, there are more valid Gift Claims than are stated in these Official Terms & Conditions, the intended Gifts will be distributed based on the time stamps of the first five hundred (500) valid Claims per Live Drop Period, as determined by Sponsor in its sole discretion. 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 confirmation messages are distributed, or more Gifts are claimed than are intended to be distributed according to these Official Terms & Conditions, the intended Gifts will be distributed based on the time stamps of the first five hundred (500) valid Claims valid claims per Live Drop Period, as determined by Sponsor in

its sole discretion.

Without limiting the foregoing, everything regarding this Offer, including the Gifts, is 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.

- 6. DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN SUFFOLK COUNTY, MASSACHUSETTS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MASSACHUSETTS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN SUFFOLK COUNTY, MASSACHUSETTS.**

PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR OFFER 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 OF THE TIME THE CAUSE OF ACTION OCCURRED OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

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 TO 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.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT BE APPLICABLE TO EACH PARTICIPANT.

- 7. PRIVACY POLICY:** All personal information collected in this Offer may be used in accordance with Sponsor’s privacy policy: <https://heluvagood.com/Info/Privacy-Policy>. Sponsor uses third parties to help administer this Offer. Such third parties, including Administrator, will have access to participant’s personal information to help administer the Offer.
- 8. PUBLICITY RIGHTS:** By participating in the Offer and/or accepting a Gift, each participant agrees to allow Sponsor and Sponsor’s designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to on television (including live television), radio, the Internet, without notice, review or approval and without additional compensation except where prohibited by law. Nothing shall obligate Sponsor to so use or engage in any of the above advertising or promotion.

9. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving a Gift is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification, and if such person is identified as a Gift recipient, revocation of his/her Gift. If it is discovered or suspected that a person has registered or attempted to participate using multiple e-mail addresses, identities or IP addresses, or use of proxy servers, or like methods, all of that person's Claims will be declared null and void and that person will not receive any Gift that he/she might have been entitled to receive and such Gift may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Official Terms & Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and result in the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER 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.** In the event of a dispute as to the identity of a participant, the registration will be declared made by the primary account holder of the account associated with the e-mail address submitted at the Website based on the applicable provider's records. The potential Gift recipient may be required to show proof of being the primary account holder. The "primary account holder" is the natural person listed as the primary owner of the mobile device and associated mobile telephone number by a mobile telephone carrier (or primary owner of the e-mail address listed by the e-mail provider). If any provision of these Official Terms & Conditions 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 Terms & Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Official Terms & Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Terms & Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All claims and/or materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Official Terms & Conditions and the Offer details contained in any Offer promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Official Terms & Conditions shall prevail.

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Sponsor: HP Hood LLC, 6 Kimball Lane, Lynnfield, MA 01940