

Impossible™ Back to the Magic Promotion

Official Rules

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

1. Eligibility: Impossible Back to the Magic Promotion (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 Impossible Foods Inc. ("Sponsor"), Disney Worldwide Services, Inc. ("Disney"), 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: Impossible Foods Inc., 400 Saginaw Dr, Redwood City, California, 94063.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on November 6, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on December 10, 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 or online purchase (at Amazon Fresh (**not** Amazon.com); Walmart; Target; Kroger; or Instacart) of at least one (1) item listed in Appendix A ("Qualifying Purchase"). Be sure to keep your receipt. 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.impossiblesweepstakes.com 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 "Impossible Burger Promotion," c/o Merkle Inc., P.O. Box 5021, Department 859470, 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 December 11, 2023 and received by December 18, 2023. 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.impossiblesweepstakes.com 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 six (6) 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 December 21, 2023. **Instant Win Game:** four hundred sixty (460) 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: The Grand Prize winner will receive a 5-Day/4-Night vacation package ("Vacation Package") for themselves and up to three (3) guests (each a "Guest"; collectively "Guests" and together with the winner, the "Group") to the *Walt Disney World*® Resort near Orlando, Florida ("Resort") consisting of: **(i)** up to four (4) round-trip, coach-class airfares for the Group from a major airport nearest the winner's residence ("Departure Airport") to Orlando, Florida airport ("Arrival Airport") (as determined by Sponsor in its sole discretion, including possible layovers, provided, however, if winner resides within two hundred fifty (250) miles of the Resort, air transportation will not be provided); **(ii)** one (1) \$1,600 Disney Gift Card for meal allowances (subject to restrictions); **(iii)** four (4) consecutive nights' accommodations in a *Walt Disney World*® Resort hotel for the Group (standard room; quad occupancy) as determined by Sponsor in its sole discretion (subject to availability); **(iv)** up to four (4) 4-Day *Walt Disney World*® theme park tickets with *Park Hopper*® Option (subject to restrictions); and one (1) \$200 prepaid card for ground transportation (Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card). Travel/lodging for the Vacation Package must be booked at least forty-five (45) days prior to the intended travel dates and must be completed by October 15, 2024. If travel is not completed by October 15, 2024 the prize will be forfeited without compensation of any kind. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except in Disney's sole discretion. Block-out dates may apply. Vacation Package dates and accommodations are subject to availability; certain restrictions and block-out dates may apply. Disney reserves the right to change the allowable travel dates or any other component of the Vacation Package, for any reason and in its sole discretion. No substitution of Vacation Package or any elements thereof is allowed, except at Disney's sole discretion. If Vacation Package includes airfare, the Group must travel together on the same itinerary, and air transportation must be round-trip from/to the same Departure Airport/Arrival Airport as chosen by Sponsor. Vacation Package fulfillment, lodging and travel are subject to certain restrictions, air travel/flight availability and hotel/room availability at the Resort hotel. Airline carrier's regulations and conditions apply. Airline tickets are non-refundable, nontransferable and are not valid for upgrades. Restrictions, conditions and limitations may apply. No refund or compensation will be made in the event of the cancellation or delay of any flight. Neither Sponsor nor Disney are liable for any expenses incurred as a consequence of flight cancellation/delay. Vacation Package will not include the following: transportation to/from the Departure Airport, airport departure fees; baggage fees; travel insurance; hotel room service; parking fees; laundry service; food/meals; alcoholic beverages; merchandise, souvenirs, etc.; local and long distance telephone calls; tips, gratuities, service charges, resort fees; any taxes; and all other charges not explicitly included herein. Theme parks, attractions and other offerings are subject to availability, closures, change or cancellation without notice or liability. Park admission, offerings and ticket options are not guaranteed. Disney reserves the right to cancel any offering. To visit the theme parks, theme park reservations via the Disney Park Pass system (<https://disneyworld.disney.go.com/experience-updates/park-reservations/>) AND valid admission are required for the same theme park on the same date for each person in the Group ages 3 and up. Reservations are subject to availability and are not guaranteed until a reservation is finalized. A park reservation must be made for each day of entry. If applicable, the *Park Hopper*® option allows guests to visit more than one park per day, with some restrictions. Learn more at <https://disneyworld.disney.go.com/quest-services/park-hopper/>. Vacation Package and any Vacation Package components (including, without limitation, theme park tickets) may not be used in conjunction with any other promotion or offer, separated, sold, exchanged, substituted or redeemed for cash, traded, transferred, assigned, or rescheduled to dates other than as set forth above, except in Sponsor's sole and absolute discretion. All elements of the Vacation Package

(including, without limitation, theme park tickets) must be used by the Group at the same time during the redemption of the Vacation Package. The Grand Prize winner will not receive compensation for any element(s) of the Vacation Package that any participant is unable to use for any reason, and such unused portion(s) of the Vacation Package will be forfeited. If the Grand Prize winner chooses to bring less than the allotted number of Guests, the Vacation Package will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to the winner. The Grand Prize winner and his/her Guests are responsible for having valid travel documents including government-issued identification and/or passports as applicable. A Guest under the age of majority as specified in his/her State of residence must be accompanied by his/her parent/legal guardian who must be at least the age of majority as specified in such State and both will be deemed Guests of the Grand Prize winner (unless the winner is the Guest's parent or legal guardian). Once selected by Grand Prize winner, Guests cannot be changed without the express consent of Sponsor, which may be withheld for any reason. The Grand Prize winner and his/her Guests must execute liability/publicity releases prior to booking of any travel. Failure to return the executed release form within the specified time period will result in forfeiture of the Vacation Package. The Grand Prize winner acknowledges that he/she is solely responsible for any actions, claims, or liabilities of any of the Group, as applicable, related to any use of the prize or any prize-related activity or travel. In the event the winner and/or guest(s) engage in behavior that, as determined by Disney in its sole discretion, is obnoxious or threatening, illegal, is intended to annoy, abuse, threaten or harass any other person, or is contrary to Disney's health and safety protocols, rules or policies in effect at the time of the Vacation Package, Disney reserves the right to terminate the Vacation Package or other applicable experience early, in whole or in part, and send the winner and/or guest(s) home with no further compensation. The winner acknowledges and agrees to be solely responsible for any actions, claims or liabilities of any member of the group. Neither Sponsor nor Disney are responsible for (and will not replace) any lost, mutilated, or stolen theme park tickets, travel/meal vouchers or certificates. The Approximate Retail Value ("ARV") of the Vacation Package is \$10,800. Actual value may vary based on the Grand Prize winner's point of departure and seasonal fluctuations of hotel rates and airfares. The Grand Prize winner will not receive difference between actual and approximate retail value. **TAX GROSS UP PAYMENT:** Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$4,725. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize.** Sponsor will not provide any further assistance toward the winner's tax obligations.

Total ARV of Grand Prize: \$15,525

TEN (10) FIRST PRIZES: 'Free Impossible For A Year' awarded as one (1) \$10 Impossible coupon for 50 weeks. Terms and conditions of coupons apply. Total ARV of First Prizes: \$5,000.

Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

Instant Win Game Prizes:

Quantity	Prize Description	ARV per individual prize	TOTAL ARV
100	Impossible swag pack consisting of one (1) Impossible Cookbook, two (2) stickers, one (1) coupon redeemable for Impossible Products full value up to \$10, one (1) tote bag, two (2) pins and one (1) koozie	\$33	\$3,300

100	\$50 Disney Gift Card, terms and conditions apply	\$50	\$5,000
250	Two (2) free Impossible Product coupons, full value up to \$10 each. Terms and conditions apply	\$20	\$5,000

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. Instant Win Game Prizes will be fulfilled approximately 10-12 weeks after the conclusion of the Promotion. TOTAL ARV OF ALL PRIZES: \$33,825. Limit: One (1) Sweepstakes prize and one (1) Instant Win Game prize per person.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Disney, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") 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.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, 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) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. 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 Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game 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.

12. Limitations of Liability: The Released Parties 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 entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if 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 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.

13. Disputes:

- a. Promotion Administration:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- b. Prize Provider's Fulfillment:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes Grand Prize Vacation Package described in Section 8 above and/or the use thereof shall be resolved individually, without resort to any form of class action, and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, 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, indirect, 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. Any and all disputes, claims and causes of action arising out of or connected with such prizes and/or the use thereof shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
- c.** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail and govern.

14. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://impossiblefoods.com/privacy>.

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

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As to Disney Properties: TM & © 2023 Disney. Disney is not a sponsor or administrator of the Promotion.

As to Impossible Foods Inc.: TM & © 2023 Impossible.

Appendix A

SKU	UPC
Impossible™ Beef Made From Plants, Ground, 12 oz	816697021002
Impossible™ Beef Made From Plants, Ground, 12 oz - DRC	816697023006
Impossible™ Beef Lite Made From Plants, Ground, 12 oz	816697020647
Impossible™ Burger Patties Made From Plants, 2 Patties, 8 oz	816697021019
Impossible™ Indulgent Burger Patties Made From Plants, 2 Patties, 10.66 oz	816697020685
Impossible™ Burger Patties Made From Plants, Frozen, 6 Patties, 24 oz	816697021071
Impossible™ Sausage Made From Plants, Savory, Ground, 14 oz	816697021088
Impossible™ Sausage Made From Plants, Savory, Ground, 14 oz - DRC	816697023020
Impossible™ Sausage Made From Plants, Spicy, Ground, 14 oz	816697021095
Impossible™ Sausage Made From Plants, Spicy, Ground, 14 oz - DRC	816697023037
Impossible™ Chicken Nuggets Made From Plants, Frozen, Fully Cooked, 13.5 oz	816697021149
Impossible™ Meatballs Made From Plants, Homestyle, Frozen, Fully Cooked, 14 oz	816697023044
Impossible™ Meatballs Made From Plants, Italian, Frozen, Fully Cooked, 14 oz	816697020470
Impossible™ Sausage Patties Made From Plants, Savory, Frozen, Fully Cooked, 8 Patties, 12.8 oz	816697020197
Impossible™ Sausage Patties Made From Plants, Spicy, Frozen, Fully Cooked, 8 Patties, 12.8 oz	816697020258
Impossible™ Chicken Nuggets Made From Plants: Wild Nuggies, Frozen, Fully Cooked, 13.5 oz	816697020395
Impossible™ Chicken Nuggets Made From Plants, Spicy, Frozen, Fully Cooked, 13.5 oz	816697020616
Impossible™ Chicken Patties Made From Plants, Frozen, Fully Cooked, 5 Patties, 13.5 oz	816697020432
Impossible™ Chicken Patties Made From Plants, Spicy, Frozen, Fully Cooked, 5 Patties, 13.5 oz	816697020623
Impossible™ Chicken Tenders Made From Plants, Frozen, Fully Cooked, 12 oz	816697020609
Impossible™ Sausage Made From Plants, Bratwurst, 4 Links, 13.5 oz	816697020326
Impossible™ Sausage Made From Plants, Italian, 4 Links, 13.5 oz	816697020340
Impossible™ Sausage Made From Plants, Spicy, 4 Links, 13.5 oz	816697020357