

**Heinz Tomato Ketchup “Wholesome Memories” Contest
OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES
AND THE DISTRICT OF COLUMBIA AND WHO ARE AT LEAST 18
YEARS OF AGE/OR THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE
WHICHEVER IS GREATER, AS OF THE DATE OF ENTRY.
VOID ELSEWHERE AND WHERE PROHIBITED BY LAW.**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT
DOES NOT INCREASE YOUR CHANCES OF WINNING.**

1. ELIGIBILITY: The Heinz® Tomato Ketchup “Wholesome Memories Contest” (“Contest”) is open only to individuals who are legal residents of the 50 United States and the District of Columbia, 18 years of age or older or the age of majority in their state of residence, whichever is greater. The following individuals are not eligible: employees, contractors, directors and officers of H. J. Heinz Company, L. P. (“Sponsor”), Promotion Execution Partners, Edelman, Biggs Gilmore, PrizeLogic, LLC, and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, and fulfillment agencies and other individuals and entities involved in the administration, development, fulfillment and execution of this Contest collectively, (“Sponsor & Others”), and the immediate family members (spouse, parent, child, sibling and spouse or “step” of each) and those living in the same households of each.

2. BRIEF OVERVIEW OF CONTEST: The Contest starts on 6/29/09 at 12:00 P.M., ET and ends on 8/31/09 at 11:59:59 P.M., ET and will be administered according to the dates set forth in the chart below:

| Contest Phase | Start Date (as of 12:00 P.M. ET) | End Date (11:59:59 P.M. ET) |
|-------------------------------|---|------------------------------------|
| Contest Entry Period | 6/29/09 | 8/7/09 |
| Judging | 8/10/09 | 8/31/09 |
| Potential Winner Notification | on or about 9/1/09 | |

BE SURE TO CAREFULLY READ THESE OFFICIAL RULES BEFORE SUBMITTING YOUR CONTEST ENTRY AS YOU WILL BE BOUND BY THEM. To participate in the Contest, an entrant must submit an essay of up to a maximum of 150 words (approximately 500 characters) in length describing your favorite Heinz Ketchup “wholesome memory” and one (1) accompanying black and white or color digital photograph according to the instructions and judging criteria stated in these Official Rules (collectively referred to as the “Contest Entry/ies”). Sponsor or its representatives have and maintain the right, at all times and in their sole discretion, to determine that a Contest Entry contains inappropriate content, may infringe a third party’s copyright, intellectual property right or right of privacy, is irrelevant to the Contest or its goal, or is otherwise not in compliance with these Official Rules and to disqualify such Contest Entry from the Contest. Although Contest Entries will be posted on the website, www.heinzwholesomememories.com (“Website”), judging of the Contest Entries will be conducted in two (2) separate Rounds of judging, each by panel of qualified judges,

according to the criteria stated in Rule 5 below. The fifty seven (57) Contest Entries which have received the highest ratings from the panel of judges after Round Two will be deemed to be the Contest Winners, subject to verification of their compliance with these Official Rules and receipt by Sponsor of an affidavit of eligibility and release, as described in Rule 7 hereof. Contest Winners will each receive a "Growing Wholesome Memories" kit. (ARV: \$250). Limit: Five (5) Contest Entries per person regardless of email address used.

3. HOW TO ENTER: To enter, go to www.heinzwholesomememories.com during the Contest Entry Period, and follow the instructions to register, upload your Contest Entry, and click on the "Submit" link by 8/7/09 at 11:59:59 P.M. ET ("Contest Entry Period") or the Contest Entry will not be entered into the Contest. Before uploading the Contest Entry, you must indicate your agreement that you have read, understand and agree to be bound by these Official Rules and that you have obtained all the necessary permissions and releases from all persons involved in creating your Contest Entry and/or appearing in the photograph or if such persons are minors in their state of residence, the permission and release of their parent or legal guardian. Remember: Once a Contest Entry has been uploaded, it may not be changed or edited. Be sure to save your Contest Entry in its original format after uploading it to the Website. You may enter a maximum of five (5) Contest Entries into the Contest; however, each Contest Entry must be significantly different from any other of your Contest Entries. All Contest Entries must be in compliance with this Rule 3 and Rules 4 and 5 below. Contest Entries become the property of Sponsor and will not be returned. POST CONTEST WHOLESOME MEMORIES SUBMISSIONS: After the end of the Contest Entry Period (8/7/09 at 11:59:59 P.M., ET), you may still submit an essay of up to a maximum of 150 words (approximately 500 characters) in length describing your favorite Heinz® Ketchup "wholesome memory" and one (1) accompanying black and white or color digital photograph ("Post Contest Submission "); however, although a Post Contest Submission may be posted on the Website, it is not eligible to be entered into the Contest and will not be deemed to be a Contest Entry. All Post Contest Submissions and submitters of Post Contest Submissions must comply with all of the requirements set forth in Rules 4 and 5 below and with all other relevant provisions of these Official Rules. Although you may submit up to five (5) Contest Entries, there is no limit on the number of Post Contest Submissions you may submit. Sponsor's decisions shall be final and binding on all matters pertaining to Contest Entries and Post Contest Submissions.

4. REPRESENTATIONS & WARRANTIES AS CONDITIONS OF ENTRY: Entrant by registering and uploading a Contest Entry, represents and warrants that: (A) s/he has the legal capacity to enter this Contest; (B) the Contest Entry and all of the content material contained in it are original and have been legally created by the entrant and by no other persons; (C) s/he owns all rights and title to the Contest Entry; (D) the Contest Entry does not infringe the intellectual property, privacy, publicity rights or any other legal or moral rights of any third party; (E) the Contest Entry has not been entered in or won previous contests or awards; (F) the Contest Entry has not been published or distributed previously in any media; (G) s/he has obtained permission from each person

whose name, image, likeness is included in the Contest Entry, and that such person(s) has granted the entrant all necessary rights to use the person's name, image and/or likeness as described in these rules, and that entrant can and will make written copies of such permissions available to the Sponsor upon request; and (H) the Contest Entry does not make any false or misleading claims about Sponsor or any of its competitors or any of their respective products. If the name, image and/or likeness of a minor is included in the Contest Entry, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's name, image and/or likeness on behalf of the minor. By uploading a Contest Entry, an entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional, unlimited and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse the Contest Entry (in its original form or as edited/modified in any way by the Sponsor, in its sole discretion), as well as to use (or not use) it or any portion of it in this Contest or thereafter in any and all media without limitation, worldwide and throughout perpetuity, without additional compensation, notice to, or approval from the entrant or any other party. Furthermore, by uploading a Contest Entry an entrant agrees that his/her Contest Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the entrant irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Contest Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for valid consideration, the receipt and sufficiency of which is hereby acknowledged. Each Contest Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any other intellectual property rights, privacy/publicity rights or similar rights or principles of law that winner may now or later have to their Contest Entry that might limit or preclude Sponsor's use of the respective Contest Entry and agrees not to sue or assert any claim against Sponsor & Others arising out of or connected to the use of the Contest Entry. Each entrant further agrees to indemnify and hold Sponsor & Others harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of them due to or arising out of the respective Contest Entry, or the entrant's conduct in creating a Contest Entry, or any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor or other actions in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; false advertising or defamation. Although all Contest Entries may be reviewed by Sponsor before being judged, posted or published, the posting or publication of a Contest Entry does not mean the Contest Entry has been deemed to be in compliance with these Official Rules. Contest Entries that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by Sponsor in its sole discretion will be disqualified and, if posted on any websites related to this Contest, removed therefrom. By submitting a Contest Entry, an entrant agrees that his/her submission is made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the ideas contained in the Photograph or Essay on a non-confidential basis to anyone or

otherwise use the ideas without any additional compensation to the entrant. Each entrant acknowledges that, by acceptance of his/her submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the entrant. **EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER S/HE NOR ANY THIRD PARTY WILL BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY OTHER THAN POTENTIALLY THE PRIZES STATED HEREIN IN EXCHANGE FOR GRANTING SPONSOR THESE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH CONTEST ENTRY BY SPONSOR.**

5. CONTENT REQUIREMENTS AND CONTEST ENTRY FORMAT: (A) Creative Objective: The creative objective of the Contest is to select Contest Entries that best describe why Heinz Ketchup helped to create a “Wholesome Memory” and how the appropriate use of Heinz was part of it. All Contest Entries must comply with Rules 3 and 4 above. **(B) Content Requirements:** As stated above, the Contest Entry consists of either a black and white or color digital photograph (“Photograph”) and an essay (“Essay”). **(i) Photograph:** The Photograph may display a bottle or container of Heinz Ketchup; but, is not required to and whether or not a Photograph displays a bottle of container of Heinz Ketchup will not affect its chances of winning. The Photograph must not exceed a maximum of five (5) MB and must be in jpg format. Minor digital enhancement is permitted, but images that have been significantly modified or appear unnatural will be disqualified. Images may be cropped and rotated as necessary as long as the rectangular format is maintained and the size is within the specifications above. Also permitted is: red-eye removal and spot editing; one-step enhancement (such as “AutoFix”, “QuickFix”, “Auto Levels”, etc.); use of filters to sharpen, soften, blur, despeckle, or remove noise; use of corrective functions to improve the natural appearance of the image such as levels, contrast, brightness, intensity, tone, hue, saturation, lightness, value, color balance, and tint. The following is not permitted: Borders, frames, watermarks, signatures, or copyright notices may not be added to images; adding or replacing elements in an image; and/or artistic filters. **(ii) Essay:** The Essay must be no more than 150 words (approximately 500 characters) maximum in length and be written entirely in English by the Entrant and celebrate a “wholesome memory” by describing how a lasting family memory was created through the family members’ shared experiences with food, e.g., the growing, cooking, eating of food or through other shared experiences involving food. A Contest Entry must not contain, show, mention, refer or otherwise allude to any inappropriate use of Heinz Ketchup; the name, trademark, or logo of any manufacturer, business, brand, product, company or character not owned by Sponsor nor may it contain, mention, refer or otherwise allude to any obscene, lewd, violent, illegal, offensive, disparaging or inappropriate words, abbreviations, language, signs, products, symbols, political, personal and/or religious references or statements, (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; must not promote alcohol, illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (4) cannot defame,

misrepresent, contain disparaging remarks about Sponsor, its products or other people, products or companies or their products, or in any way reflect negatively upon such parties or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to be associated with, as determined by the Sponsor in its sole discretion; (5) cannot contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses, without permission; (6) cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (7) cannot contain materials embodying the names, likenesses photographs, or other indicia identifying any person, living or dead, without permission; and (8) cannot depict, and cannot itself, be in violation of any law.; or in any way reflect negatively upon the Sponsor as determined by the Sponsor in its sole discretion. Despite a Contest Entry having been initially reviewed prior to being posted or judged; judging or posting of a Contest Entry does not mean the Contest Entry has been deemed to be in compliance with these Rules. Contest Entries that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor in its sole discretion at anytime during the Promotion Period, will be disqualified and will not be considered for a Prize. **(C):** As part of a Contest Entry, the Entrant must provide, in the appropriate text boxes, the first and last names of all persons appearing, participating or taking part in the creation of the Contest Entry.

6. SELECTION OF WINNERS: The Contest Judging Period will commence 8/10/09 and end on 8/31/09. ("Contest Judging Period"). **(A) Round One Judging:** Between 8/10/09 and 8/17/09, all eligible Contest Entries received during the Contest Entry Period will be evaluated and rated by a panel of qualified judges consisting of Sponsor's professional advertising and public relations representatives ("Round One Judges"). The Round One Judges will employ the following criteria in evaluating and rating the Contest Entries:

- (A) Relevance of Photograph to Essay – 30%;
- (B) Ability of the memory to inspire other consumers to create new memories using Heinz Ketchup – 30%;
- (C) Why the memory is an important memory – 25%; and,
- (D) Wholesomeness of the memory – 15%.

The one hundred (100) Contest Entries that receive the highest scores from the Round One Judges based on the above criteria will be designated as the potential Semi-Finalist Contest Winners. In the event of a tie, the tie will be broken based on the highest score received for Criterion (B) - Ability of the memory to inspire other consumers to create new memories using Heinz Ketchup. If a tie still remains, the tie will be broken based on the highest score received for Criterion (C) – Why the memory is an important memory. If a tie still remains, the tied Contest Entries will be evaluated and ranked by a Round One Judge not previously involved in the judging. **(B) Round Two Judging:** Between 8/18/09 and 8/31/09, the 100 potential Semifinalist Contest Entries will be evaluated and rated by a panel of qualified judges consisting of representatives of the Heinz Ketchup Brand Marketing Group and other qualified employees of Sponsor ("Round Two Judges") according to the same criteria employed

in Round One Judging above. The fifty-seven (57) Semi-Finalist Contest Entries that receive the highest scores from the Round Two Judges based on the above criteria will be designated as the potential Contest Winners. In the event of a tie, the tie will be broken based on the highest score received for Criterion (B) - Ability of the memory to inspire other consumers to create new memories using Heinz Ketchup. If a tie still remains, the tie will be broken based on the highest score received for Criterion (C) – Why the memory is an important memory. If a tie still remains, the tied Contest Entries will be evaluated and ranked by a Round Two Judge not previously involved in the judging. The potential Contest Winners, pending verification of their compliance with these Official Rules, will be notified and their respective Contest Entries posted on the Website on or about 9/1/09. **NOTE:** All potential Contest Winners and their respective Contest Entries are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion and return of all required documents. Sponsor reserves the right to require a potential Contest Winner to submit to a confidential background check to confirm eligibility as a condition of awarding the Prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor & Others into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion. Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding.

7. PRIZES: (57): Fifty-seven (57) Contest Winners will each receive a Heinz Growing Wholesome Memories kit containing tools to spark new family memories including Josie Bissett's book, *Making Memories*, *The Heinz Tomato Ketchup Cookbook*, Heinz Seeds, garden tools, Heinz Ketchup, kitchen cookware and more. TOTAL ARV: \$250 each kit. Prize Winners are solely responsible for all federal, state and local taxes. Prizes may not be redeemed for cash and they are neither transferable nor substitutable, except at the sole discretion of the Sponsor. All Prizes will be awarded provided that, in Sponsor's good faith judgment and sole determination, there are a sufficient number of eligible and suitable Contest Entries. **NOTE:** Upon request of Sponsor, a potential Contest Winner shall be required to complete, sign and return to Sponsor within five (5) business days of the date notice was sent an Affidavit of Compliance/Eligibility, a Liability/Publicity Release, where lawful, and all other documents including documents from persons mentioned, referred to or shown in the Contest Entry as may be deemed by Sponsor, reasonably necessary to establish its intellectual property and other rights in the Contest Entry. Failure to promptly return such documents may result in forfeiture and selection of an alternate potential winning Contest Entry. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment. The Grand Prize Winner will also receive a Form 1099 in the actual amount of the retail value of the Grand Prize, as required by law. Upon Sponsor's request, the potential Contest Winners will also be required to have each person mentioned, referred to or shown in his/her respective Contest Entry complete, sign and return, a Publicity Release and return these properly signed documents to Sponsor in the provided pre-paid, pre-addressed mailer within 5 days of date notice was sent or the potential Contest Winner may be disqualified and an

alternate winner(s) may be selected. LIMIT: Only one (1) Prize per person or household will be awarded.

8. LIMITATIONS OF LIABILITY/RELEASE/ INTERNET: No liability or responsibility is assumed by Sponsor or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Sponsor & Others for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor & Others are not responsible for any typographical errors in these Official Rules or the announcement of Prizes or any inaccurate or incorrect data contained in the Website. The use of any robotic, automatic, macro, programmed, third party or like methods in this Contest are prohibited and the use or attempted use of such will void any attempted participation effected by such methods, may result in the cancellation, termination, or modification of the Contest and the disqualification of the individual utilizing the same. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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.** Use of the Website is at user's own risk. Sponsor & Others are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Website or the download of any information from the Website. By participating in the Contest, the entrant releases Sponsor & Others from any and all claims, damages or liabilities arising from or relating to participation in the Contest. By accepting a prize in the Contest, Winners agree that Sponsor & Others shall not be liable for any loss or injury resulting from participation in the Contest, or acceptance or use of any prize. Sponsor & Others are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Sponsor & Others are not liable for any disputes between an entrant and any third person as relates to the creation, authorship or submission of an Entry into this Contest or participation in this Contest. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the

administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest and proceed in a manner it deems fair and reasonable, including the selection of winners from among eligible Contest Entries received prior to such cancellation, modification or termination. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry, judging or voting process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

9. PRIVACY POLICY: Any personally identifiable information collected during an entrant's participation in this Promotion will be collected by Sponsor and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as such is stated at <http://www.heinz.com/privacy.aspx>.

10. PUBLICITY RIGHTS: By accepting a Prize, Prize Winners agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, Contest Entries including Photographs and or Essays likeness, and/or statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, world wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

11. GENERAL: By entering this Contest, participants agree to abide by and accept these Official Rules. Participants waive any right to claim ambiguity in these Official Rules. All federal, state and local laws and regulations apply. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.. The interpretation of these Official Rules shall be governed by the laws of the Commonwealth of Pennsylvania. Any and all disputes will be resolved individually, without resort to class action, in the appropriate courts in the Commonwealth of Pennsylvania exclusively, and subject to the laws of the Commonwealth of Pennsylvania. Should there be a conflict between the laws of the Commonwealth of Pennsylvania and any other laws, the conflict will be resolved in favor of the laws of the Commonwealth of Pennsylvania. All federal, state, and local laws apply. Void in PR and where prohibited by law.

12. WINNERS LIST: For a list of the Prize Winners, visit www.heinzwholesomememories.com or send a self addressed, stamped, #10 envelope to: Heinz Wholesome Memories Contest Winners List, 35610 Mound Road, Dept 250, Sterling Heights, MI 48310-4725. Requests must be received by 10/16/09.

These Heinz Tomato Ketchup “Wholesome Memories Contest” Rules may not be reprinted or republished in whole or in part without the prior written consent of H.J. Heinz Company, L.P.

Sponsor: H. J. Heinz Company, L.P. 357 6th Ave, Pittsburgh, PA 15222.

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