

ACT II CONTEST “LIVE THE GAME AT HOME”

CONAGRA FOODS RDM, INC.

This document, which is made known to the public in an accessible and easily readable medium sets forth (i) the specifications and rules of the Contest known as “LIVE THE GAME AT HOME”, which will be held by ConAgra Foods RDM, Inc., a **Company** incorporated under the laws of the Federal State of Illinois, United States of America, bearer of ID 10090044 (hereinafter “**the Company**”), and executed and administered by D-SIDE S.A.S. incorporated under the law of the Republic of Colombia, identified with NIT (hereinafter “**the Agency**”) under which, and through merit, Participants therein may win prizes (hereinafter “**the Contest**”), and (ii) the terms and conditions to use the information system (hereinafter the “**Information System**”), , regulating, without limitation, (A) the use of the Information System by users (hereinafter the “**Participants**”) for the purpose of submitting content (as described herein) in order to participate in the **Contest**, and (B) the use of the Personal Data submitted by Participants to the Agency, on behalf of the Company within the framework of the **Contest**.

I. TERMS AND CONDITIONS OF THE CONTEST

This document sets forth the terms and conditions that the Participants in the Contest held by the Company and administrated by the Agency will be subject to in order to participate in the Contest well informed to benefit protecting their rights; participating in the Contest thus entails the Participants’ total and unconditional acceptance of the terms and conditions stated herein, and any violation by the Participants to the aforementioned terms and conditions will immediately result in their exclusion or elimination, whether this occurs prior to or after it is held.

1. DURATION OF THE CONTEST:

The **Contest** will last one (1) month, starting on November fifteen (15), 2022 and ending on December fifteen (15) 2022.

Once the Contest comes to an end, the closing and posting phase will begin, which will take place on December sixteen (16), 2022 at 2:00 p.m. CST – Central Standard Time (Colombia).

First Paragraph.- Amendments to the Duration: The Company reserves the authority to change the starting date, ending date or the duration of the Contest and/or to suspend temporarily or definitely the activity subject to these Terms and Conditions, in which case the starting date and the ending date will be duly updated herein, which will be available to and accessible by the public during the 24 hours prior to their participation in the Contest, under the provisions applicable to holding this type of promotion activity for the benefit of consumers.

Likewise, the Company and the Agency agree to promote participation in the Contest with the corresponding dates duly updated in the event of any change thereto, and/or inform said change in a detailed and timely manner using the means provided by the Company to advertise and promote the Contest, including Facebook and Instagram accounts @palomitasACTII which will be created for the purpose of the Contest.

At any rate, the Company and the Agency will be exempted from any liability concerning a claim originating in regards thereto.

Second Paragraph.- Force Majeure Events: In the event of situations defined in the law as Force Majeure or Act of God, that are non-enforceable and irresistible and that are beyond the Company's control, that hinder the **Company** starting, performing or continuing with the Contest within the time and in the manner agreed in the contract, the latter may cancel or suspend the Contest. In such case, the Company will inform consumers and Participants of said situation in due time and eventually, indicate whether the Contest will be held at a future date, without this entailing any form of liability for the Company, as under the law, Force Majeure and Acts of God exempt from liability. The same shall apply in the event that the Company identifies any irregularity during the Contest.

2. THE CONTEST'S TERRITORIAL COVERAGE:

The Contest will be held, will be available and accessible through www.act2play.com in the following jurisdictions: Colombia, Costa Rica, Honduras, Panamá, Puerto Rico, Chile, Dominican Republic, Trinidad & Tobago, Ecuador, El Salvador, Peru, Aruba, and Bahamas.

Paragraph.- The Contest's Control Center: The Contest's territorial coverage is in the 16 jurisdictions mentioned above, without prejudice to the fact that the control center of the Contests the Company will hold will be physically located at Avenida 5C norte # 49 – 40 in Cali, Colombia.

3. PARTICIPANT'S PROFILE:

Any adult -without any type of discrimination and arbitrariness of gender and age-, who purchases ACT II brand popcorn (names in Spanish vary in the region *crispetas*, *cotufas*, *poporopos*, *canguil* or *pipocas*) and is located in any one of the countries described above.

Minors cannot participate in the **Contest**. If they are interested on, the Participants shall be strictly and exclusively their parents.

4. MECHANICS OF THE CONTEST:

The dynamics of the **Contest** is that once the **Participant** purchases an ACT II brand popcorn (names in Spanish vary in the region: *crispetas*, *cotufas*, *poporopos*, *canguil*,

pipocas) in any sales channel provided by the **Company** for the distribution and/or commercialization thereof, he/she may access the Information System at www.act2play.com created by the **Company**, and participate in the **Contest** administered by the Agency up to a maximum of twenty (20) times/games per day bearing in mind the CST – Central Standard Time (Colombia).

To this end, the **Participant**, must register in the Information System and create an user profile and password, as well as certain Personal Data, particularly name, e mail address, Number of National Identification (ID) and country. Once the user has been created, he/she can participate by clicking on “Play” for up to twenty (20) times a day within the CST schedule – Central Standard Time (Colombia), for which he/she will be required to upload a sole picture per day, eating or showing the ACT II brand popcorn, by accessing the option “*Picture of you enjoying your ACT II*” In this last step, the **Participant** will accept the use of his/her image according to these terms and conditions (hereinafter, the “**Terms and Conditions**”) and will start his/her participation in the **Contest**.

In this regard, every time the **Participant** enters his/her account or profile and uploads a picture meeting the criteria described above, he/she may start a shot or a game up to twenty (20) times a day within the CST – Central Standard Time (Colombia), accumulating points and positioning him/herself in the raking of the Contest through skill and merit, so that those who accumulate the greatest number of points in the ranking will win the prizes. Once the day is done within CST - Central Standard Time (Colombia), the **Participant** must upload a new photo from their account, to activate and enable the new (20) games available to play each day during the validity of the **Contest**.

First Paragraph.- Sole Use per Participant: Although the dynamics of the Contest entail that the Participant may be the creditor to some of the prizes, provided said Participant is among the first sixty-five (65) positions in the ranking of the Contest before the closing date thereof, and consequently it will be necessary for Participant to play the most amount of times to attain the largest number of points, under the provisions hereof each Participant may only participate from a single account and in this regard, may only be creditor to one of the prizes.

To this end, each Participant may only register and create a single account in the Contest under which he/she will play as many games as he/she may consider, complying with the requirements described above. In the event that it is evident that a Participant participated in the Contest by using different users and that said users are creditors to several prizes for being among the first sixty-five (65) positions, said Participant may only have the possibility of receiving one of the prizes and in such case, will be the one in the highest position. The remaining users will be disqualified from the Contest, thus allowing other Participants to move up in their positions.

Each Participant must act in good faith throughout the dynamic under penalty of being disqualified. Thus, in the event that the Company has a clue or evidence that a Participant is acting in bad faith in regard to the current dynamic, the Company may disqualify the

Participant at any time. In such cases, the Company will be free from any liability, including the obligation to deliver the prize.

Second Paragraph.- Picture Requirements: In the event that any of the photographs uploaded by the Participant in the option “*Your Picture Enjoying ACT II*” from his/her Account or User, eating or showing ACT II brand popcorn to enable his/her (20) daily games, does not meet the said requirements,, the total of the scores or points attained by the **Participant** in the (20) games or plays that have been enabled by the photograph in question will not be taken into account.

In the event that the photograph used by the Participant includes content that is considered illegal, offensive, slanderous, pornographic, threatening, obscene that show or encourage acts of violence, sex, use of substances (drugs), alcohol or tobacco, that promote acts that are offensive, lack ethics, foster political ideology, over-consumption or that ridicule people for their race, religion, physical appearance, nationality or that in any other way violate the terms and conditions, the Participant will be disqualified from the Contest and none of his/her plays or games will be considered.

5. DESCRIPTION OF THE PRIZES

The Company will give sixty-five (65) prizes to the Participants that are in the first sixty-five (65) positions, prizes that are described below:

A. PRIZE A: (15) Renowned brand video game consoles + Additional video game with vibration feedback and analog controls.

Fifteen (15) PS5 + Additional Dualsense Control will be given to the first fifteen (15) Participants with the best positioned participants in the ranking of the Contest, meaning that each Participant that has attained positions 1-15 will receive a PS5 + Additional Dualsense Control.

In the event that more than one (1) Participant attain the same number of points and are thus in the same place, the Participant attaining the score first, this is minutes or days before, will receive the prize.

PRIZE B: (25) Video games consoles of another renowned brand+ Renowned game

Twenty-five (25) Nintendo Switch + J Supermario 3D World Games will be given to the following twenty-five (25) best positioned Participants in the ranking of the Contest meaning that each participant that has attained position 16-40 receives a Nintendo Switch + Supermario 3D World game.

In the event that more than one (1) Participant attain the same number of points and are thus in the same place, the Participant attaining the score first, this is minutes or days before, will receive the prize.

PRIZE C: (25) 10.2 9 inches renowned brand tablets

Twenty five (25) 10.2.9 inches tablets, will be given to the following twenty five (25) best positioned Participants in the ranking of the Contest meaning that each Participant attaining position in the Contest 41-65 will be given a Tablet.

In the event that more than one (1) Participant attain the same number of points and are thus in the same place, the Participant attaining the score first, this is minutes or days before, will receive the prize.

First Paragraph – Trademarks mentioned in this clause: This use of the wordmarks is not under a trademark used or with commercial purposes since it is only a reference to the products given as prizes. Therefore, the Agency and the Company are aware and respectful of the intellectual property rights owned by the third parties mentioned. Consequently, the above mentions to other trademarks are only for this terms and conditions purposes but those trademarks are not used in commercials, publicity, social networks or other contexts different from these terms and conditions.

Second Paragraph.- Scope and Exclusions from the Prizes:

- 5.1. Regardless of whether the Participant scoring among the first sixty-five (65) positions receives prize A, B or C, this document expressly states that the physical delivery of the prize includes the technology components described above in each case, as well as the Supermario 3D World Game in Prize B, but does not include any intangible intellectual property asset or any right such as subscription, access to apps, paying credit, among others. The said rights of Participants that are necessary to use the prize awarded by the Company are excluded from the scope of the Contest and will be at the expense, risk and responsibility of each Participant, without the Company having any obligation to said effect.
- 5.2. At any rate, the prize to be awarded is limited to the product described above in each case and may not be exchanged for money or any other element at the client's request. The Company agrees to give solely and exclusively the Play Station 5 + Additional Dualsense Control, the Nintendo Switch + Supermario 3D World Game or the official 9th Gen Ipad 10.2, according to the winner's position.
- 5.3. The prize will be given to the Participant in his/her condition as consumer and winner in the Contest, *intuitu personae*, so the Participant must receive said prize if interested but may not dispose of the prize to a third party or instruct the

Company to give it to any other person, or the Company will understand that he/she waives his/her right and may award the prize to the Participant that is in the next position in the ranking of the Contest.

- 5.4. In the event that for any reason whatsoever, -whether foreseeable or unforeseeable or reasonable or not -, the Company decides to change the products offered as prizes in the Contest, it may do so provided the commercial market value is equal to or greater than that of the prize being replaced or alternatively changed. At any rate, it must inform its decision to the Participants as soon as it takes it through the media, social networks, and in general the Information Systems used to advertise the Contest including the Facebook and Instagram @palomitasACTII accounts created for the Contest.

Third d Paragraph.- Prize Guarantee: Under the provisions applicable to consumer protection in the different jurisdictions where the Contest is held, and considering that the Company is neither a producer and/or distributor of the products given as prizes, but that rather it is limited to purchasing said products and offering them as prizes to incentivize consumer participation in promotional activity, all Participants are hereby informed that in the event that they are awarded any of the prizes in the Contest, the product producer is solely and exclusively responsible for the guarantee of their rights as consumers, whether of the Play Station 5, Nintendo Switch or iPad.

To this effect, it is hereby understood that the producer is the party that usually, directly or indirectly, designs, produces, manufactures, assembles or imports the products.

In this regard, Participants winning the prizes within the Contest framework, including but not limited to (i) the right to receive high quality products in the conditions stated in the legal guarantee, its advertisement and the common market conditions; (ii) the right to product safety, in such a way that it doesn't cause damage to the normal conditions for use; (iii) the right to receive information that is complete, true, transparent, timely, verifiable, understandable, precise and appropriate in regards to the product, (iv) the right to receive protection against deceitful advertisement and (v) the right to claim directly before the producer in order to receive comprehensive, timely and appropriate compensation for the damages caused, as well as accessing judicial and administrative authorities, must claim directly and perform their rights, solely and exclusively before the producer or manufacturer of the product given as prize. The above, considering that under the law, the producers and not the Company is responsible for the product's good condition and its compliance of suitability, quality, security and good condition and functioning legally requireable.

To establish the responsibility for failure to comply with the suitability and quality conditions, proving the product's flaw or defect will suffice, so that in each case and according to the legal guarantee regulated in each jurisdiction, the producer must repair all flaws free of charge, totally or partially change the product, return the market Price of the corresponding good, among others.

The Company hereby declares that it is completely free from harm in the event of any claim, suit, procedure or complaint that the Participant files or attempt to file because of the quality, suitability or security of the product given as prize.

Fourth Paragraph.- Declaration: If winning Participants do not accept the prize or conditions contained hereunder, it is understood that they waive their right to the prize. In such cases, the Company will be free from any responsibility, including giving the prize. In this regard, the waiver is understood as being to any claim for not accepting the prize, which could be filed before any authority, including administrative and/or judicial authorities, as well as filing suits for total or partial compensation against the Company.

Fifth Paragraph.- Verifying Photographs: In the process of selecting the winners of the Contest, , the Company will verify that the photographs that are uploaded by each winning Participant strictly comply with the requirements expressly known by the Participant. Consequently:

- (i) In the event that any photograph uploaded by the Participant by clicking on the option “*Your picture enjoying ACT II*”, from his/her User or Account, eating or showing the ACT II brand popcorn to enable his/her (20) daily games, does not meet the the said requirements,, the total of the scores or points attained by the Participant in the (20) games or plays that have been enabled by the photograph in question will not be taken into account.
- (ii) In the event that the photograph used by the Participant includes contents that are considered illegal, offensive, slanderous, pornographic, threatening, obscene, that show or incite acts of violence, sex, use of substances (drugs), alcohol or tobacco, or that foster acts that are offensive, lacking ethics, fomenting political ideologies or over-consumption or that ridicule people because of race, religion, physical appearance, nationality or that in any other way violate the terms and conditions, the Participant will be disqualified from the Contest and none of his/her plays or games will be considered.

6. PUBLISHING RESULTS AND GIVING OUT PRIZES:

On December sixteen (16), 2022 at 2:00 p.m. CST –Central Standard Time (Colombia), the Contests control center will close the Contest, identify the sixty-five (65) winners of the sixty-five (65) prizes and will proceed to publish the results and ranking of the Contest in accordance with the positions attained by the Participants.

The results will be published through the same social networks, information systems and media used to promote and advertise the Contest, including Facebook and Instagram @palomitasACTII accounts, during the three (3) working days following the date in which

the Contest closes, so that the public can access the winners' list on December 19, 20 and 21, 2022, additionally providing the contact information so they may communicate and receive instructions to receive their prizes.

Once the term to publish results expires and until the following working day, this is until December 22, 2022, the Contests' control center will have a term to send an electronic communication from its e mail Act2play@d-side.co, to the e mail registered by the winning Participant, informing him/her of his/ her condition as winner of any of the prizes in the Contest and the need to communicate to the said e mail Act2play@d-side.co to receive the corresponding instructions to receive his/ her prize no later than Monday, January 16, 2023.

The winning Participant is solely and exclusively responsible for providing the information required under the above terms. In the event that the Participant fails to respond or communicate with the contact information provided in the said e mail no later than Monday, January 16, 2023, the Contest's control center may dispose of said prize and award it to the Participant having the next position in the ranking, who will have the same term to communicate, and the failure to do so will result in the prize being awarded to the next winner and so forth, until each prize is awarded to an end winner. In these cases, the Company will be free from any responsibility including the responsibility of giving the prize.

If it is necessary to follow the above procedure when a winning Participant does not answer within the term stated above, the following scenarios may occur:

- i. That the winning Participant who had the next position maintains a position in the ranking that makes him/her the winner of a prize in the same category (A, B or C), in which case all the following Participants will rise one position and the prize corresponding to each one will be adjusted depending on whether the Participant is in positions 1-15, 16-40 or 41-65.
- ii. That the winning Participant that had the next position in the ranking attains a position in the ranking that makes him the winner of a prize of a different category (A, B or C), in which case the corresponding prize will change and so forth with the next winning Participants.

First Paragraph e.- Date and Place of Delivery: The Company will send the prize at its expense to the physical address within the twenty (20) following working days, starting on the date in which the winning Participant informs the Company of his/her physical address no later than Monday, January 16, 2023. The winner must be willing to receive the prize in his/her address or may do so through a third party, provided it is so stated in the corresponding power duly authenticated before the corresponding authority in his/her country. When receiving the prize, whether the winning Participant or a third party, the person receiving must sign the evidence or confirmation of receipt provided by the shipping company contracted to deliver the prize and allow the corresponding picture to be taken at the time of delivery of the prize, said document and photograph to act as evidence of the effective and true delivery of the prize by the Company.

The Company will not assume any additional and/or expenses different from those stated in the Terms and Conditions stated hereunder.

Second Paragraph.- Failing to receive the Prize: in the event that the Participant does not communicate with the Contest control center within the terms stated hereinabove or fails to receive the prize for any reason, including but not limited to (i) not being present on the date and at the time the prize is delivered to his/her physical address, (ii) not having left a duly authorized third party to receive the prize through an authenticated, (iii) not being interested in receiving the product corresponding as a prize but in one of the other two; (iv) wanting to exchange the prize for money or another product; (v) stating his/her intention of not receiving it directly but in the benefit of a third party, among others, entails losing the condition as winner of the Contest and in this regard, of the possibility of receiving the prize. In such case, it is understood that the Participant waives his/her right and a prize will automatically be liberated for the next winner according to his/her position in the Contest's ranking. In these cases, the Company will be free from any responsibility, including the responsibility of giving a prize.

Third Paragraph: The Company will not be liable in any way if the winner of the prize suffers any impediment, fact or accident that hinders him/her from using the prize in the terms required hereunder.

II. TERMS AND CONDITIONS TO USE PERSONAL DATA AND PHOTOGRAPHS

By accepting the Terms and Conditions stated hereunder, and consequently the **Agency's** privacy policies for the Contest available on www.act2play.com, the **Participants** expressly, freely, unmistakably, informed and specifically authorized the Agency (D-SIDE S.A.S. previously defined), to collect, gather, use, circulate, transmit and in general to undertake activities included within the term Treatment or Processing in regards to Personal Data that have been provided by **Participants**, and which will be incorporated in data bases or in the **Agency's** electronic repositories for the exclusive purpose of the **Contest** during the limited time the **Contest** lasts. In accordance with the above, the **Agency** agree to maintain visible and readable the updated content of these Terms and Conditions in the Information System created to hold the **Contest**.

1. DEFINITIONS:

In order to determine the meaning of the terms used in these Terms and Conditions, we will use the following definitions according to the provisions of the **Company** and **Agency** within the framework of the **Contest** and in accordance with the provisions concerning the processing of Personal Data:

- 1.1. **Agency:** D-SIDE S.A.S, company incorporated under the laws of the Republic of Colombia, identified with NIT____, who will be in charge of the execution and administration of the Contest.
- 1.2. **Authentication:** The action of accessing the Information System as a registered **Participant** in the **Contest** by entering the corresponding User and Password.
- 1.3. **Authorization:** The prior, express and informed consent given by each **Participant** as Holder of Personal Data for the Company to carry out the processing of his/her Personal Data.
- 1.4. **Contest:** Activity so called “LIVE THE GAME AT HOME” held by the **Company** through the Agency services and the Agency’s Information System, based on which and as merit, **Participants** may win a prize.
- 1.5. **Content:** Means all the material available in the Information System to hold the **Contest**, including, as an example and in no way limiting, the texts, data and information related to the **Participants**, the scores, ranking, and prizes of the **Contest**. The Content may include designs, logos, forms, documents, images, source codes, software and any other information contained in said media, which will be protected by copyrights, trademarks, patents and/ or other protection mechanisms stated in copyrights.
- 1.6. **Account:** means the instance of the Information System in which the **Participant** accedes when authenticating and that corresponds to the **Participant’s** registered profile. His/her account allows Participant to access the authorized functions within the framework of the **Contest** such as the Menu, Play, Ranking, Terms and Conditions, Prizes options among others, as well as consulting the status of his/her plays and scores.
- 1.7. **Personal Data:** Any information concerning or that may be associated to a determined or determinable person.
- 1.8. **Sensitive Data:** Personal Data related to the Holder’s intimacy, the inappropriate use of which may result in discrimination, such as those revealing racial or ethnic origin, political orientation, religious or philosophical convictions, membership in trade unions, social or human rights organizations or that promote the interest of any political party or that guarantee rights and guarantees of opposing political parties, as well as those relative to health, sexual life and biometric data.
- 1.9. **Public Data:** The data that is not semi-private, private or sensitive according to these definitions. Public data includes, among others, data relevant to civil status, to an individuals’ profession, to their condition as trader or public servant, and in general all data that may be contained in public records, public documents, gazettes, official bulletins and judicial sentences that are final and binding and are not subject to reserve.
- 1.10. **Semiprivate Data:** Data that is not intimate (sensitive) by nature, nor reserved or public and the knowledge or dissemination of which may be of interest not only to the Holder but to a certain sector or group of people or the Agency or **Company** in general, such as for example, credit or financial data.

- 1.11. **Private Data:** The data that, due to its intimate or reserved nature identifies the holder. One example of this type of data are photographs, videos, fingerprints or data related to the lifestyle of the holder of personal data.
- 1.12. **Right to Protection of Personal Data:** Group of rights held by the Holder that in general grant the authority to dispose of and control personal data.
- 1.13. **Habeas Data:** Fundamental right of all individuals to know, update, rectify and /or suppress personal data that has been subject to Treatment by a third party such as the Company.
- 1.14. **Participant:** Any individual that accesses the Information System with the purpose of participating in the **Contest**, as well as to consult score, ranking and other prizes.
- 1.15. **Responsible for Treatment/Processing:** Individual or public or private legal entity that in itself or in association to others, decides on Data Treatment/Processing with authorization from the Holder. In general, it is the person collecting information just like the Agency collect the Data of the Participants in the Contest.
- 1.16. **Information System:** Corresponds to the means the **Agency** offers and makes available to the public with the purpose of holding the **Contest** and allowing **Participants** interested in playing, to undertake said activity and consequently, to consult their scores, prizes, ranking and the results of the **Contest**.
- 1.17. **Company:** ConAgra Foods RDM, Inc., a company incorporated under the laws of the Federal State of Illinois, United States, identified with Number 10090044.
- 1.18. **Holder:** Individual whose Personal Data are subject to Treatment by the person Commissioned or Responsible for said Data. Within the framework of the **Contest** to be held by the **Company** and administered and executed by the **Agency Participants** will be all the Holders of Personal Data that will be collected by the Agency.
- 1.19. **Treatment/Processing:** Any operation or set of operations made in regard to Personal Data, such as collection, storage, use, circulation, transmission, transfer and /or suppression thereof, among other activities done by the Agency, except a different operation done by third parties or the Company if so.

2. CONDITIONS TO ACCESS AND USE THE INFORMATION SYSTEM:

Accessing the Information System grants the possibility of knowing its content in the terms defined above and for those purposes, each **Participant** must authenticate. Once the **Participant** has an account in the Information System within the framework of the **Contest**, the **Participant** (i) may not reproduce, adapt, distribute, rent, sell, grant license or perform any other type of transfer of the **Agency's** Information System including programming codes; (ii) may not reverse the engineering, disarrangement, disassembly, modification, creation of derivative work, translation of information or use of information published in the Information System without the **Agency's** consent, and (iii) may not disregard, remove or hide copyrights, trademarks or any other information or legend related to intellectual property and the **Company's** rights.

When accessing the Information System used by the **Agency** to execute and administer the **Contest** of the Company and for **consumers** to participate, the **Participant** authorizes the Agency to:

- Modify at any time and for any reason and without prior notice, the Terms and Conditions of the Information System, which shall remain available for the **Participant** to know and verify during his/her participation in the **Contest**.
- Remove the contents uploaded by the **Participants** that are considered illegal, offensive, slanderous, pornographic, threatening, obscene, that show or incite acts of violence, sex, use of substances (drugs), alcohol or tobacco, that promote acts that are offensive, lack ethics, promote political ideas, over-consumption or that ridicule individuals because of race, religion, physical aspect, nationality or that in any other way violate the terms and conditions.
- Use Personal Data and/or contents provided by **Participants**, according to these Terms and Conditions.
- Use the Information System for the purposes provided and authorized by the **Company**.

Participants declare that they are solely and exclusively responsible for the truthfulness and precision of the data provided to the **Company**.

In regard to content: The **Participant** agrees to make appropriate use of the Content provided or generated in and /or through the Information System. In this regard, the **Participant** declares without limitation that he/she agrees to provide truthful information in his/her register and access to the Information System and **TO REFRAIN FROM:**

- Using the Content to incur and/or incite third parties to incur in activities that are illicit, illegal or contrary to good faith and law enforcement.
- Use automatized commando sequences to collect information published in the Information System or through the Information System to interact in any other way with it.
- Provoke damages in the **Agency's**, its suppliers' or third parties' such as other **Participants'** physical and logical system, introducing or disseminating information viruses in the network, trojans, malicious codes or any other physical or logical systems that are likely to provoke damages in and/or are designed to interrupt, destroy or limit the functionality of any software, hardware or telecommunications system or to damage, disable, overcharge or harm the Information System in any way, directly or indirectly;
- Attempting to access, collect, store and in general, treat the **Participants'** personal data in the Information System, such as using e mail accounts of other Participants and /or modifying or manipulating any Content provided in the System.
- Sharing the user and credentials with third parties to enable them to access the Information System to participate in the **Contest** or create multiple Accounts for that purpose.

The **Participant** accepts and understands that he/she has information provision obligations and that consequently, all information provided must be accurate, true, correct and precise as this information since this is the one that will be used by the Agency for the purposes of the Contest.

3. SPECIFIC PURPOSES OF TREATING PERSONAL DATA:

The Personal Data of the **Participants** in the Contest executed and administered by the **Agency** will be processed or treated by the Agency for the purposes stated below for a limited duration of 2 to 3 months under the assumption that they are Data strictly necessary for their participation, as well as the premise that the **Agency** has direct authorization from the Holder Participant:

- 3.1. Hold the **Contest** with **consumers'** participation.
- 3.2. Verify each **Participant's** authenticity in creating his/her Account, registration and participation.
- 3.3. Store the plays, scores and position in the ranking of each **Participant**.
- 3.4. Give the prizes in the **Contest** according to the final ranking once the **Contest** ends, to which end the Participant will be required to provide his/her physical address, expressly authorized by the Holder when accepting these Terms and Conditions.
- 3.5. Make the winner's condition is publicly known for those **Participants** earning said quality.
- 3.6. Promoting **consumers'** participation in the **Contest** by transmitting and disseminating the photographs that **Participants** upload with the ACT II brand popcorn in social networks, digital media, traditional media, web pages and other information systems used by the **Company**, including Facebook and Instagram @palomitasACTII accounts created for the purpose of the Contest.
- 3.7. Transferring or transmitting the Holders' Personal Data to the Company, its affiliates, employees, contractors, among others, solely and exclusively for the purposes authorized in this provision and only in relation to the Contest.
- 3.8. Storing in the accounts or profiles created by **Participants** through the Information Systems so that each **Participant** may consult the progress of the **Contest**.
- 3.9. Provide general information to the **Participants** in the **Contest**.
- 3.10. Informing on changes, modifications or new terms of the **Contest** or prizes in their condition as **Participant** in the **Contest**.
- 3.11. Assessing the satisfaction of the **Contest** held, undertaking market studies and statistical analysis for internal use and participation of Holders in market and promotional activities.
- 3.12. Facilitating the design and implementation of loyalty programs.
- 3.13. Advertising purposes and undertaking marketing campaigns related strictly and exclusively to the contest.

- 3.14. Answering consultations, petitions, complaints or claims made by Holders or control organisms, and transmitting Personal Data to other authorities that must know them under the applicable law.
- 3.15. Register Holders in the Agency and **Company's** Systems and Data Base to related them to the **Participants**, regardless of their location or position, which may be in the national territory or abroad through external servers and other than the *data center*.
- 3.16. Making the corresponding reports to control authorities as provided by the Law or that are necessary to provide the service contracted by the Holder.
- 3.17. Any other activity of a similar and/or complementary nature to the above-described and that are necessary to hold the **Contest** of interest to the **Participant**.

Paragraph: For the purposes mentioned herein above, the Holder expressly authorizes the **Agency** to communicate with him/her through the contact information provided in creating he Account and/or any other activity within the framework of his/her participation in the **Contest**.

4. TREATMENT OR PROCESSING OF SENSITIVE DATA:

Since to the **Participant's** registration prior to his/her participation in the **Contest**, , **Participants** must provide photographs with the ACT II brand product purchased, which the **Agency** may eventually transmit to the Company, disseminate, or repost in its social networks as a way of advertising the **Contest** and increasing its **consumer** participation, and which is considered as Sensitive Data, under these Terms and Conditions the **Company** hereby informs each **Participant** that, like any other authorization, the authorization to use Sensitive Data is not mandatory in Colombia under Law 1581 of 2012 and other applicable regulatory provisions in each of the jurisdictions in which the **Contest** is held.

Once the Holders under said clarification authorize Treatment of their Sensitive Data, the **Agency** agrees to implement the necessary measures to protect their confidentiality and the exclusive use for the purposes authorized in the preceding provision.

5. PRINCIPLES OF PERSONAL DATA TREATMENT:

Treatment of Personal Data undertaken by the **Agency** will be always governed by the following principles, which will serve as guide for the interpretation and enforcement thereof, notwithstanding to any additional principles stated in the regulations applicable concerning Data Treatment in order to protect Holders' rights:

- 5.1. Principle of Purpose:** Processing must have a legitimate purpose under applicable regulations, which must be informed to and authorized by the Holder.

- 5.2. **Principle of Freedom:** Personal Data may only be treated with the Holder's prior, express and informed consent. Consequently, Personal Data may not be subject to Treatment without the Holder's prior consent or when there is no existing legal or judicial mandate revealing the Holder's consent as the case may be.
- 5.3. **Principle of Truthfulness or Quality/Accuracy:** The information subject to Treatment must be true, complete, exact, updated, provable and understandable according to the exact information provided by the corresponding Holder. It is legally prohibited to treat partial, incomplete, fractioned or mistake inducing data. The information provided by the Holder is presumed to be true, and consequently the **Agency** is not liable in case of omission or untruthfulness by the **Participant** Holder.
- 5.4. **Principle of Transparency:** The Holder must always grant the right to obtain from the **Agency** the information concerning the existence of his/her data.
- 5.5. **Principle of access and limited circulation:** Treatment is subject to the limits resulting from the nature of the Personal Data and the applicable regulations. In this regard, with the exception of public information, Personal Data may not be available on the Internet or other means of mass dissemination or publication, except when access is technically controllable to provide restricted knowledge thereof only to holders or authorized third parties and with the Personal Data Holder's express authorization so they may be processed and circulated to the public for the purposes stated in the corresponding authorization such as the use of photographs uploaded by **Participants** with the ACT II brand product within the framework of their Participation in the **Contest**.
- 5.6. **Principle of Security:** Personal data subject to Treatment by the **Agency** as the responsible party thereof must be treated using the technical, human, and administrative measures as may be necessary to grant security to their records and data bases, thus avoiding adulteration, loss, unauthorized or fraudulent consultation, use or access.
- 5.7. **Principle of Confidentiality:** The **Agency** and any other persons taking part in the Treatment of Personal Data of **consumer Participants** and in general, the Holders of said Data, which are not known to the public, are under the obligation to guarantee the reserve of the information, unless the **Agency and/or its personnel** must reveal, send, communicate, transfer, transmit or share said Data for the precise purposes authorized by the Holder for the Treatment of Personal Data related to the **Contest**.
- 5.8. **Principle of Temporality:** Whenever Personal Data are no longer useful for the purposes for which the Treatment thereof was authorized, the **Agency** may not share them with third parties, except for special events stated and foreseen in applicable regulations.

5.9. Comprehensive interpretation of Constitutional Rights: All rights will be interpreted in harmony and in balance with the right to information under Article 20 of the Colombian Constitution and with all applicable constitutional principles.

5.10. Principle of Need: The **Agency and the Company** may only process Personal Data during the time required to hold the **Contest** and when the purpose of said Treatment so justifies, provided that the Holders inform the **Agency or the Company** that the purpose for which the Treatment of their Personal Data was authorized has been fulfilled and request the elimination thereof.

5.11. Principle of Legality: The **Agency's** Data Treatment will be always subject to the provisions in force under Colombian Law.

6. ACCEPTING THE TERMS AND CONDITIONS TO USE THE INFORMATION SYSTEM:

By accepting these Terms and Conditions, the **Participant** acknowledges that he/she has read and in this sense, voluntarily, expressly and being informed, accepts them in their entirety and additionally accepts (i) Data Treatment, and (ii) **Agency's** privacy policies so the **Agency** so the Agency for the purposes of the administration of the Contest, may collect, store, analyze, use, transmit, transfer, reproduce, register, process, disseminate, and in general, process all Personal Data and information that the **Participant** voluntarily provides when registering in the Information System provided by the **Agency** to hold the **Contest**. For this, said Policies will be available and easily accessible in the Information System.

It is understood, that when Holders accept the Personal Data Treatment/Processing Policy, Holders declare being familiar with and accepting said Policy in its entirety. This, after becoming familiar with the Policy each Holder grants the **Agency** the corresponding authorization in advance, voluntarily, spontaneously and being informed in order to participate in the **Contest** through the Information System provided to this end by the **Agency**.

In this regard, the **Agency** may undertake any act included within the definition of Data Processing provided for the purposes or objectives expressly authorized by the Holders of said Data stated above, and which will be incorporated in different data bases or electronic repositories of every type. This information is and will be used by the **Agency** in holding the **Contest** directly or through third parties who are limited solely and exclusively to the purposes of the **Contest**. The **Agency** holds and performs its authority under the provisions of Article 10 of Decree 1377 of 2013, Law 1581 of 2012 and Law 1266 of 2008 in Colombia, and other regulatory provisions applicable in each jurisdiction in which the **Contest** is held.

In accordance with the above, by accepting these Terms and Conditions from the moment that each **Participant** registers and starts to participate in the **Contest**, the **Agency** is

expressly and indisputably authorized for the Data Processing, unless the **Participant** revokes the authorization directly, expressly, indisputably and in writing in an e mail sent to the E mail address provided for said purpose: Act2play@d-side.co

The **Participant** may likewise use the above channel to exercise any Habeas Data right such as accessing his/her Personal Data and the details of the Treatment/Processing thereof, as well as to rectify and update them in the event said data is imprecise, to request the elimination thereof when considering that they are excessive or unnecessary for the purpose for which obtaining them was justified or to oppose obtaining said Treatment for specific purposes.

Paragraph: For this, the Agency agrees to comply with its obligation to apply and maintain the necessary and relevant security measures to guarantee the care, custody, filing, reserve and confidentiality of Personal Data, and in this regard, to adopt the technical, organizational and security measures necessary to avoid their unauthorized alteration, loss, treatment or access under the provisions stated in the law and in international treaties regulating the matter.

7. AUTHORIZATION:

Since (i) the **Agency's** Processing of Personal Data requires free, prior, express and informed consent from the Holder, directly by the **Participant** and that (ii) under the applicable law, the Holder's Authorization may be granted by any means or in any way, whether by electronic means, by activating an electronic button (click), written or oral, and in general through the Holder's undisputable behaviors that enable to reasonably conclude that Holder granted said authorization, -provided it is express and clear and the **Agency** acquires evidence thereof-, **Participants** declares the following representations. The **Participants** expressly acknowledge and state that by accepting these Terms and Conditions through the Information System given by the **Agency** to hold the **Contest** of the **Company** and consequently, accepting the Personal Data Policy for the Contest purposes, they grant the **Agency** said Data Processing solely and exclusively for the contest purposes, provided later consultation thereof is possible.

To hold the **Contest**, Authorization for the Participants' Personal Data Processing is obtained from them at the moment they click on "*I accept the Terms and Conditions*" through the Information System provided by the **Agency** where the activity will be held and **Participants** register to create their accounts and participate in the **Contest**.

In accordance with the above, and in consideration of Colombian Resolution 2232 of 2021, and particularly as provided under Article 3 of definitions, as well as in the regulatory provisions applicable to each jurisdiction in which the **Contest** is held, the Authorization granted to the **Agency** for the Treatment of Personal Data at the time of the registration stated above, through which the **Participant** Holder of the Data inserts his/her Data prior

the photograph required to participate in the **Contest** and enable the (20) daily games within the pre-established schedule is uploaded.

The said authorization is granted with consent and knowledge of the following elements included in these Terms and Conditions:

1. The Treatment/Processing to which his/her Personal Data will be subject and the purpose thereof.
2. The optional nature of providing Personal Data, including photographs as a Sensitive Data.
3. The rights pertaining as Holder.
4. The identification, e mail address and the **Agency's** contact information as the party responsible for the Treatment.

First Paragraph.- Proof of Authorization: The **Agency** will maintain the necessary records or mechanisms to demonstrate when and how it obtained Authorization from the Holders of Personal Data for its Processing thereof.

Second Paragraph.- Revoking Authorization: The Holders of Personal Data may revoke the Authorization granted at any time, except when it is not possible under a legal or contractual provision. In any case, the Holder must state in his/her request, whether the said Authorization is being totally or partially revoked. This last event, in case that the Holder only wishes to eliminate any of the purposes for which the Processing was authorized, thus the Holder must expressly state the purpose he/she wishes to eliminate of what had been previously authorized.

Third Paragraph.- Cases in which no Authorization is required: The Holder will not be required to give Authorization in the following cases:

1. When the information is required by a public or administrative agency exercising its legal duties.
2. The information is required under a judicial mandate.
3. The data provided are public such as those stated in the Holders' birth certificate.
4. In case of medical or sanitary emergency.

8. HOLDERS' RIGHTS:

Under the provisions of the applicable statutes regarding data protection in other jurisdictions in which the **Contest** is held, the Holder of Personal Data has the right to:

- 8.1. Know, update and rectify his/her Personal Data. This right may be exercised, among others, in regard to partial, inexact, incomplete, fractioned data, error inducing data

- or data whose Treatment is expressly prohibited or has not been authorized by the Holder.
- 8.2. Request proof of its Authorization granted to the party Responsible for Data Processing except when it expressly exempted as a requirement to do so under the law.
 - 8.3. Be informed as per request, by the party Responsible in regard to the use said party has given to his/her Personal Data.
 - 8.4. Present claims before the Superintendence of Industry and Commerce in Colombia or the competent authority in each jurisdiction, in regard to breaches, actions or omissions by the party Responsible for Personal Data treatment as provided in the applicable laws and any other regulations that amend, modify or complement it.
 - 8.5. Revoke the Authorization and/or request eliminating the Data when the Treatment thereof does not respect constitutional and legal principles, rights and guarantees. Revoking and /or eliminating will apply whenever the Superintendence of Industry and Trade has determined that the party Responsible has incurred in the Treatment, in conducts that are contrary to the laws applicable to personal data treatment.
 - 8.6. Accessing free of charge his/her Personal Data that is or has been subject to Treatment.

9. PROCEDURE FOR HOLDERS TO EXERCISE THEIR RIGHTS:

Holders of Personal Data directly processed by the **Agency** according to this Terms and Conditions have the right to access their Personal Data and the details of such Treatment/Processing as well as to rectify them and update them in case they are imprecise or to request the elimination thereof when considered excessive for the purposes that justified their obtention and even oppose the Treatment thereof for specific purposes and in general, to exercise to obtain all the rights pertaining to every Holder over his/her Personal Data The **Agency** has established a mechanism to present the corresponding request by sending a E-mail addressed to Act2play@d-side.co.

As Holders of Personal Data, **Participants** in the **Contest** may use this channel with the purpose of exercising the following rights and/or undertaking the following activities, without there being any limitation to the following list:

- 9.1. **Consultations:** The Holder may consult free of charge his/her Personal Data. To this effect, the Holder may file a petition stating the information required by using any of the above stated mechanisms. The **Agency** will respond to the petition no later than ten (10) working days starting from the date in which such petition is received. When responding to the petition within this not possible, this will be informed to the requesting party, stating the reasons for the delay and stating the date in which said consultation will be addressed, which in no case can exceed five (5) working days following the date in which the first term expired.

9.2. **Claims:** Under the provisions of personal data treatment in the different jurisdictions where the **Contest** is held, whenever the Holder or his/her representative consider that the information that the **Agency** has treated must be corrected, updated, or eliminated, or when it must be revoked for presumably failing to meet any of the requirements in the law, the Holder may present a request to the **Agency** which will be processed by following the rules stated below:

- The Holder or his/her representative must prove their identity, the identity of the representative, the representation or stipulation in favor of another or to another. Whenever the request is made by a person other than the Holder and there is no evidence that said person acts in representation of said Holder, the request will be considered as not having been presented.
- The request to correct, update, eliminate or revoke must be presented using the means provided by the **Agency** stated herein and contain at least the following information:
 - The Holder's name and address or any other means with which to receive an answer.
 - The documents proving the identity of the requesting Holder and in such case, the identity and address of his/her representative with the corresponding authorization.
 - A clear and precise description of the Personal Data with respect to which the Holder seeks to exercise any of the rights and the specific request. This requirement must be answered no later than fifteen (15) working days after the date following the date of reception thereof. When responding to the petition within this not possible, this will be informed to the requesting party, stating the reasons for the delay and stating the date in which said claim will be addressed, which in no case can exceed eight (8) working days following the date in which the first term expired

If the claim is incomplete, the interested party will be requested to correct the faults, inconsistencies in the claim or to complete the information missing within the five (5) working days following the reception thereof. The request is understood as dismissed if after two (2) months from the date of requirement the requesting party has not presented the information required or complementary to meet the Holder's request. Once the complete claim has been received, the Data Base will include a legend saying "claim underway" and the reason therefor in a term no greater than two (2) working days. The legend must prevail until the claim has been decided and solved by the Holder in a timely and complete manner.

9.3. **Rectifying and Updating:** Whenever the purpose of the claim is to rectify and update, the Holder must state the corrections that need to be made and adopt the documents supporting his/her petition.

- 9.4. **Eliminating:** Personal Data are eliminated by eliminating all or part of the personal information as requested by the Holder, without prejudice for the **Agency's** right to refuse to eliminate whenever the Holder is under a legal or contractual obligation to remain in the data base.

10. INDIVIDUAL AND AREA RESPONSIBLE FOR RESPONDING TO PETITIONS, COMPLAINTS OR CLAIMS OF PERSONAL DATA HOLDERS:

The responsible area for responding to the petitions to access, rectify, update, eliminate Data or to revoke the consent or Authorization granted for the Treatment/Processing of Personal Data or any other consultation, complaint or claim may be contacted at the e mails Act2play@d-side.co and address: Avenida 5C norte # 49 – 40 (Cali, Colombia).

ConAgra Foods RDM, Inc.