

ACT II ACTIVITY “LIVE THE GAME AT HOME”

CONAGRA FOODS RDM, INC.

This document, which is permanently made known to the public in an accessible and easily readable medium sets forth the following aspects:

- (i) The specifications and rules of the activity existing under the name “LIVE THE GAME AT HOME”, which will be held by ConAgra Foods RDM, Inc., a corporation incorporated under the laws of the Federal State of Illinois, United States of America, bearer of ID 10090044 (hereinafter “the **Corporation**”), which activity is performed and managed by D-SIDE S.A.S. incorporated under the law of the Republic of Colombia, identified with NIT 900687407-7 (hereinafter “the **Agency**”) on the basis of which and by way of merit, individuals (hereinafter the “Participants”) that participate in the activity using their best skills, best efficiency and highest knowledge about soccer and the *Copa América* will win prizes (hereinafter “the **Activity**”), and
- (ii) The terms and conditions to use the platform through which the Activity will be carried out (hereinafter the “**Information System**”), that regulates, without limitation, (A) how users may use of the Information System when participating in the Activity; (B) how the Corporation and/or the Agency may use the Personal Data submitted by **Participants** to perform the Activity, deliver prizes etc.

I. TERMS AND CONDITIONS OF THE ACTIVITY

This section sets forth the rules of the Activity and in general, the terms and conditions to which the Participants are subject to so they may participate fully and duly informed for the benefit of protecting their rights. Thus, by reading this document Participants fully and unconditionally acknowledge that they are familiar with and accept the terms and conditions of the Activity, and decide to participate therein freely and voluntarily so that any violation by any of the Participants to the aforementioned terms and conditions will immediately result in their exclusion or elimination from the Activity, whether this occurs prior to, during, or after the closing date thereof.

1. DURATION OF THE ACTIVITY:

The Activity will last approximately thirty six (36) days , starting on June fourteen (14), 2024 when the Activity will be launched, and July twenty (20), 2024.

Once the Activity comes to an end, the winners will be selected and the names of the winners will be published between July twenty-two (22) and July twenty-three (23) , 2024.

First Paragraph.- Amendments to the Duration: The Corporation or Agency reserves the authority to change the dates mentioned hereinabove, whether the starting or closing date,

the date to select the winners, published the names of the winners, and in general the duration of the Activity as well as to suspend temporarily or indefinitely and immediately the activity subject to these Terms and Conditions, in which case the starting date and the ending date will be duly updated herein, which is and will be available to and accessible by the public during the Activity and 24 hours a day, under the provisions applicable to holding this type of promotion activity for the benefit of consumers.

Likewise, the Corporation and the Agency agree to promote the Activity with the dates referred and those that are duly updated in the event of any change thereto, as well as to inform said change in a detailed and timely manner using the means provided by the Company to advertise and promote the Activity, including Facebook and Instagram accounts @palomitasACTII existing for the purpose of the Activity.

At any rate, the Corporation and the Agency will be exempted from any liability concerning a claim originating in regards thereto, provided there is evidence that the date was updated under the described terms and that the Participant was in effect fully informed under these terms.

Second Paragraph.- Force Majeure Events: In the event of situations defined in the law as Force Majeure or Act of God, that are unforeseeable and irresistible and that are beyond the Corporation's or the Agency's reasonable control, that hinder the Corporation from starting, performing or continuing with the Activity within the time and in the manner agreed in the contract, the latter may cancel or suspend the Activity. In such case, the Corporation or Agency will inform Participants of said situation in due time and eventually, must indicate whether there is an existing date in which it will be held, without this entailing any form of liability for the Corporation, as under the law, Force Majeure and Acts of God exempt from liability. The same shall apply if the Company identifies any irregularity during the Activity that prevents the normal performance thereof.

2. THE ACTIVITY'S TERRITORIAL COVERAGE:

The Activity will be held, will be available and accessible for Participants through the www.act2play.com platform in the following jurisdictions: Colombia, Chile, Costa Rica, Ecuador, Honduras, Jamaica, Panamá, Peru, Dominican Republic, and Trinidad & Tobago.

Paragraph.- The Activity's Control Center: Although the Activity will be performed in the 13 jurisdictions mentioned above, its control center will be physically located at Avenida 5C norte # 49 – 40 in Cali, Colombia.

3. PARTICIPANT'S PROFILE:

Any individual may participate in the Activity without any type of discrimination and arbitrariness concerning gender and age provided the said individual is located in any one of the countries described above.

Minors may participate in the Activity, provided they have the corresponding authorization from a parent, guardian, or legal representative as the case may be.

4. DYNAMICS OF THE ACTIVITY:

To participate in the Activity, the **Participant** must access the Information System available for the purpose thereof, which is www.act2play.com, and play a maximum of five (5) times/games per day bearing in mind the CST – Central Standard Time (Colombia). The participant will earn points in every game he/she plays, so that he/she may only accumulate points five times per day.

To start the first game in the Activity and continue playing in the platform five times a day and continue playing five times a day during the days that follow and until the Activity's closing date, the **Participant** must first register in the Information System and create a sole user profile and password, entering certain Personal Data, particularly name, e mail address, National Identification Number (ID), phone number, country, and if a minor, the corresponding authorization from a parent, guardian representative or responsible adult.

Once the user has been created, the **Participant** will use it to participate in the Activity and start playing five games per day by clicking on the “play” option for up to five (5) times per day within the CST – Central Standard Time (Colombia).

There will be two rankings from which the winners of the Activity will be selected as detailed below:

- (i) The first ranking is by accumulating points; the Participant accumulating the largest number of points during their participation in the entire Activity, including any games they have played (hereinafter “**Ranking by Accumulating**” or “**per Accumulation**”).
- (ii) The second ranking is according to the player's best performance in a given o each game; this means the players that attain the best result or in other words, the players that obtain the greatest number of points in a single game (hereinafter “**Ranking per Game**”).

In accordance with the above, in either ranking, the Participant attaining the greatest number of points will win. Point accumulation, either to select the winners in the Ranking by Accumulation or in the Ranking by Game, is achieved by overcoming, the two sections of the Activity in the best possible way, with a total duration of three (3) minutes and forty (40) seconds:

(i) First Dynamic: Shots Section

The first dynamic that the Participants must undertake and overcome to know their soccer skills and abilities, accumulating as many points as possible, is to throw the ball and take shots at the goal for one (1) minute from the moment the “Play” option is clicked, for up to three (3) chances, for a total of three (3) minutes.

During this time, the Participants will not only be accompanied by their corresponding fans according to the Soccer Team they chose at the beginning of the game, but they will also have to overcome certain obstacles or difficulties, which will appear randomly during their kick. These levels of difficulty were specifically designed for this first section of the Activity, and are twelve in all which, once again, will appear randomly in each game that the player starts.

In this first section of shots, the Participant who scores the most goals in those three minutes will accumulate the most points.

Once the time allowed for the Participant to shoot at the goal has ended, the second section will begin.

(ii) Second Dynamic: Trivia

To assess the knowledge and passion that the Participants have for soccer and the *Copa América*, event from which the Activity stems, once the Participants finish the section of shots on goal, they will have 40 seconds and only one (1) opportunity to answer as many questions as possible about soccer and the *Copa América*.

In this second and last section of the game, the Participant who correctly answers the most questions in those forty (40) seconds will accumulate the most points.

In conclusion, the winning Participants in the Ranking per Accumulation will be those who manage to accumulate the highest number of points in all the games played during the entire *Copa América*, and in the Ranking per Game, those who achieve the highest number of points in precisely one single game played. As described in the following article, there will be specific prizes for the winning Participants in the Ranking per Accumulation, and other specific prizes for the winning Participants in the Rankings by Game.

First Paragraph.- Sole Use per Participant: Each Participant may play every day if he/she so chooses, as long as he/she plays from a single account. Thus, each Participant may only register and create a single account in the Corporation's Information System, under which he/she will play all the games he/she wishes, will comply with the requirements described above, and be the creditor of only one of the prizes.

If it is evident that a Participant participated in the Activity by using different users and that said users are creditors to several prizes, said Participant may only receive one of the prizes. In fact, the participant may only be awarded the prize in the highest position, and the remaining users will be disqualified from the Activity, thus allowing other Participants to move up in their positions.

The above, unless the Corporation decides to disqualify the said Participant for acting contrary to these terms, as every Participant is under the obligation to act in good faith throughout the Activity. Thus, if the Corporation has a clue or evidence that a Participant is acting in bad faith regarding the current dynamic, the Corporation may disqualify the said Participant at any time, including not awarding the prize to which the said Participant would initially be entitled. In such cases, the Corporation 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.

5. DESCRIPTION OF THE PRIZES

The Corporation will award the following three (3) prizes to the Participants that are in the first three (3) position in the Ranking per Accumulation and the first twenty-five (25) positions in the Ranking per Game as described below:

i. PRIZE IN THE RANKING PER ACCUMULATION: One (1) state of the art and renowned brand Smartphone.

Three (3) iPhone 15 will be awarded to the three (3) highest ranked Participants in the Ranking per Accumulation of the Activity, meaning the Participants who have accumulated the highest number of points in every game played throughout the Activity, including the two sections concerning shots on goal and trivia. This will be the prize awarded to the Participants who rank 1,2 and 3, in the Ranking per Accumulation.

In the event of a tie in the number of points in the accumulation that place more than one (1) Participant in the same position in the Ranking per Accumulation, the Participant attaining the score first, this is minutes or days before, will receive the prize.

In the event that the same Participant places among the first three positions in the Ranking per Accumulation, and also in one of the positions that would also make him/her the winner in the Ranking per Game as described in the following section, the Participant will receive the highest prize, i.e. the prize for Ranking per Accumulation described herein.

ii. **PRIZE FOR THE RANKING PER GAME: Ten (10) video game consoles of a renowned brand and fifteen (15) Tablets of a renowned brand.**

Ten (10) Play Station (PS) 5 Slim and an additional control will be given to the ten (10) best ranked Participants in the Ranking per Game, that is for attaining the highest score in a game. In fact, each Participant that has attained position 1-10 in the Ranking of the Activity receives a Play Station (PS) 5 Slim.

Starting from the 11th position of the Ranking per Game, fifteen (15) 10-inch iPads (Gen) will be awarded to the next fifteen (15) best positioned Participants in the Ranking per Game. Thus, each Participant attaining positions 11 to 25 of the Ranking per Game will receive a tablet.

If more than one (1) Participant attain the same number of points and are thus in the same position in the Ranking per Game, the Participant attaining the score first, this is minutes or days before, will receive the prize.

Likewise, if a player has several well-ranked games so that the same Participant could be awarded several prizes, he/she will only be awarded the highest prize.

First Paragraph – Trademarks mentioned in this clause: Any mention of any of the above trademarks does not entail the use of the said trademark for commercial purposes. Any reference thereto is exclusively as a result of the description of products that will be awarded as prizes within the framework of the Activity. Therefore, the Agency and the Company are aware of and respect the intellectual property rights owned by the owners of the above mentioned brands. Consequently, any mention above to other trademarks is only made for the purpose of these terms and conditions so that the Participants have complete and accurate information concerning their participation in the Activity and the prizes to which they could be entitled if they win; however, the above-mentioned trademarks are not used in commercials, advertisement, social networks or other contexts other than these terms and conditions.

Second Paragraph. - Scope and Exclusions from the Prizes:

- i. Regardless of the prize that the Participant in the first (1st) position in the Ranking Per Accumulation and the Participants in positions 1 to 25 in the Ranking per Game is entitled to receive, this document expressly states that the physical delivery of the prize includes the technology components described above in each case but does not include any intangible intellectual property asset or any right such as subscription, access to apps, playing credit, among others. The said rights of Participants that are necessary to use the prize awarded by the Corporation are excluded from the scope of the Activity and will be at the expense, risk, and responsibility of each Participant, without the Corporation having any obligation concerning them to said effect.

- ii. 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 Participant's request. The Corporation agrees to give solely and exclusively the Smartphone of a well-known brand, the state-of-the-art Video console of a wellknown brand, the 10.9 inch tablet of a well-known brand.
- iii. The prize will be given to the Participant for his/her merit as winner in the Activity under the criteria mentioned above, *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 Corporation to give it to any other person, or the Corporation 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 corresponding raking.
- iv. If for any reason whatsoever, -whether foreseeable or unforeseeable or reasonable or not -, the Corporation decides to change the products offered as prizes in the Activity, 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 Activity including the Facebook and Instagram @palomitasACTII accounts, as well as update these terms accordingly.

Third Paragraph.- Prize Guarantee: Under the provisions applicable to consumer protection in the different jurisdictions where the Activity is held, and considering that the Corporation 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, all Participants are hereby informed that in the event that they are awarded any of the prizes in the Activity, the product producer is solely and exclusively responsible for the guarantee of their rights as consumers, whether of the iPhone 15, the PS5 Slim or the Ipad .

To this effect, it is uniformly understood in all jurisdictions where the Activity is carried out, 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 Activity framework will enjoy the rights as consumers of the products given as prizes, including but not limited to the following rights: (i) the right to receive 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 to access judicial and administrative authorities; claims must be made directly and rights performed, solely and exclusively before the producer or manufacturer of the product given

as prize. The above, because under the law, the producer and not the Corporation is responsible for the product's good condition and functioning as well as for its compliance with the suitability, quality, and safety conditions as may be required under the law.

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, proceed to change the product totally or partially, return the market price of the corresponding good, among other alternatives.

The Corporation hereby declares that it is completely free from harm in the event of any claim, action, lawsuit, or complaint that the Participant files or attempt to file against the Corporation because of the quality, suitability or safety 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 Corporation will be free from any responsibility, including the responsibility to give 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 Corporation.

6. PUBLISHING RESULTS AND GIVING OUT PRIZES:

The Activity's Control Center will close the Activity on July twenty (20), 2024 at 11:59 p.m. CST –Central Standard Time (Colombia). From July twenty two (22) to July twenty three (23), the Agency will identify the twenty-eight (28) prize winners and will proceed to publish the results according to the Ranking per Accumulation and the Ranking per Game as well as the positions that each Participant attains.

The results will be published through the same social networks, Information Systems and media used to undertake the Activity, including Facebook and Instagram @palomitasACTII accounts, during the three (3) working days following the date in which the Activity closes, so that the public can access the winners' list on July 22, 23 and 24, 2024, additionally providing the contact information so they may communicate and receive instructions to receive their prizes.

Once the term to publish the results expires and until the following working day, this is until July 25, 2024, the Agency will have a term to send an electronic communication from its Act2play@d-side.co e mail, to the e mail registered by the winning Participant when he/she created the profile to play games, informing him/her of his/ her condition as winner of any of the prizes in the Activity 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 August 31, 2024.

The winning Participant is solely and exclusively responsible for answering the abovementioned e-mail in the terms set forth hereinabove, providing the information required to be given the prize awarded. In the event that the Participant fails to respond or communicate with the contact information provided in the said e mail no later than August 1, 2024, the Agency may dispose of said prize and award it to the Participant having the next position in the ranking without any liability whatsoever to the Participant who was the initial winner. Once this has taken place, the new winning Participant 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 who effectively complies with the terms hereof and receives the prize. In these cases, the Corporation and the Agency will be free from any responsibility to the Participants, 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, two scenarios may occur to which the following rules will apply:

- i. That the winning Participant who had the next position maintains a position in the Ranking per Game that makes him/her the creditor of a prize in the same category, 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 1-10 or 11-25.
- ii. That the winning Participant that had the next position in the ranking attains a position in the ranking that makes him the creditor of a prize of a different category, in which case the corresponding prize will change and so forth with the next winning Participants.

First Paragraph.- Date and Place of Delivery: The Company will send the prize at its expense to the physical address within the twenty (20) working days following the date in which the winning Participant informs the Corporation of his/her physical address no later than August 1, 2024. The Corporation will send the winner the prize at the Corporation's expense at the physical address mentioned above. 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 proper competent 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 by the Corporation to deliver the prize and allow the corresponding picture to be taken at the time of delivery of the prize; the said document and photograph will act as evidence of the effective and true delivery of the prize by the Corporation.

The Corporation will not assume any expenses that are additional and/or 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 Activity's Control Center within the terms stated hereinabove to that effect 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 power, (iii) not being interested in receiving the corresponding product as a prize but in any one of the other two; (iv) wanting to exchange the prize for money or another product; (v) stating his/her intention to not receive it directly but in the benefit of a third party, among others, entails losing the condition as winner of the Activity 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 Activity's Ranking. In these cases, the Corporation 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, event or accident that hinders him/her from complying with the terms described hereunder and receiving the prize as required herein.

II. TERMS AND CONDITIONS TO USE PERSONAL DATA

By accepting the Terms and Conditions stated hereunder, and consequently the Agency's privacy policies for the Activity available on www.act2play.com, the Participants hereby and expressly, freely, unmistakably, informed and specifically authorize the Agency (D-SIDE S.A.S. previously defined) to collect, gather, store, use, circulate, transmit and in general to undertake activities included within the term Treatment of 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 Activity during the limited time the Activity lasts. In accordance with the above, the Agency agrees to maintain visible and readable the updated content of these Terms and Conditions in the Information System created to hold the Activity.

1. DEFINITIONS:

To determine the meaning of the terms used in these Terms and Conditions, we will use the following definitions in alphabetical order according to the provisions of the Corporation and Agency within the framework of the Activity and in accordance with the provisions concerning the processing of Personal Data at a national, regional, and international levels:

- 1.1. **Agency:** D-SIDE S.A.S, company incorporated under the laws of the Republic of Colombia, identified with Taxpayer ID (NIT for its Spanish acronyms) NIT 9006874077, which will be in charge of undertaking and administration of the Activity.
- 1.2. **Authentication:** The action of accessing the Information System as a registered Participant in the Activity by entering the corresponding Username and Password.
- 1.3. **Authorization:** The prior, express, and informed consent given by each Participant or the parent, guardian, representative or responsible adult of a minor as Holder for the Corporation to carry out the processing of his/her Personal Data.

- 1.4. **Activity:** Activity so called “LIVE THE GAME AT HOME” held by the Corporation 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 Activity, 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 Activity. 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 to which the Participant gains access 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 Activity 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. This type of data will not be required to undertake the Activity.
- 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 an individuals’ civil status, 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. This type of data will not be required to undertake the Activity.
- 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. This type of data will not be required to undertake the Activity.
- 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 Activity, as well as to consult his/her score, ranking and other prizes.

- 1.15. **Responsible for Treatment:** Individual or public or private legal entity that by itself or in association to others, decides on Data Treatment with authorization from the Holder. In general, it is the person collecting information just like the Agency collects the Data of the Participants in the Activity solely for the purpose of undertaking the Activity.
- 1.16. **Information System:** Corresponds to the means the Agency offers and makes available to the public with the purpose of holding the Activity and allowing Participants interested in playing, to undertake said activity and consequently, to consult their scores, prizes, ranking and the results of the Activity.
- 1.17. **Corporation:** ConAgra Foods RDM, Inc., a corporation incorporated under the laws of the Federal State of Illinois, United States, identified with Number 10090044. It is the creating entity and the one that provided all the means to undertake the Activity.
- 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 Activity to be held by the Corporation 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:** Any operation or set of operations made regarding 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 Corporation.

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 Activity, 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, disarrange, disassemble, modify, create derivative work, translate information or use 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 Corporation's rights.

When accessing the Information System used by the Agency to execute and administer the Activity of the Corporation 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 Activity.
- 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 information and/or contents provided by Participants, according to these Terms and Conditions.
- Use the Information System for the purposes provided and authorized by the **Corporation.**

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

Regarding 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.
- Provoking 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 username and credentials with third parties to enable them to access the Information System to participate in the Activity 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 Activity.

3. SPECIFIC PURPOSES OF TREATING PERSONAL DATA:

The Personal Data of the Participants in the Activity undertaken 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 because they are Data that are strictly necessary for their participation, and because the Agency has direct authorization from the Holder Participant:

3.1. Holding the Activity with participation of the public.

- 3.2. Verifying each Participant's authenticity in creating his/her Account, registration, and participation.
- 3.3. Storing the plays, scores, and position in the ranking of each Participant.
- 3.4. Giving the prizes of the Activity according to the final ranking once the Activity 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. Transferring or transmitting the Holders' Personal Data to the Corporation, its affiliates, employees, contractors, among others, solely and exclusively for the purposes authorized in this provision and only in relation to the Activity.
- 3.7. Storing in the accounts or profiles created by Participants through the Information Systems so that each Participant may consult the progress of the Activity, his/her scores, and position.
- 3.8. Providing general information to the Participants in the Activity.
- 3.9. Informing on changes, modifications or new terms of the Activity or prizes in their condition as Participant.
- 3.10. Assessing the satisfaction of the **Activity** held, undertaking market studies and statistical analysis for internal use and participation of Holders in market and promotional activities.
- 3.11. Facilitating the design and implementation of loyalty programs.
- 3.12. Advertising purposes and undertaking marketing campaigns related strictly and exclusively to the Activity.
- 3.13. 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.
- 3.14. Registering Holders in the Agency and Corporation's Systems and Data Base to relate them to the Participants for the purpose of the Activity, regardless of their location or position, which may be in the country's territory or abroad through external servers and other than the *data center*.
- 3.15. Making the corresponding reports to control authorities as provided by the Law or that are necessary to provide the service contracted by the Holder.
- 3.16. Any other activity of a similar and/or complementary nature to the above-described and that are necessary to hold the Activity 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 his/her Account and/or any other activity within the framework of his/her participation in the Activity.

4. 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 any additional principles stated in the regulations applicable concerning Data Treatment to protect Holders' rights and which are internationally mandatory:

- 4.1. **Principle of Purpose:** Data treatment must have a legitimate purpose under applicable regulations, which must be informed to and authorized by the Holder.
- 4.2. **Principle of Freedom:** Personal Data may only be treated with the prior, express, and informed consent provided by the Holder or the parent, guardian, representative or responsible adult in case of a minor. 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.
- 4.3. **Principle of Truthfulness or Quality:** The information subject to Treatment must be true, complete, exact, updated, verifiable, and understandable according to the exact information provided by the corresponding Holder. Under the law, it is 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.
- 4.4. **Principle of Transparency:** The Holder must always grant the right to obtain from the Agency the information concerning the existence of his/her data.
- 4.5. **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, except for 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.
- 4.6. **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.
- 4.7. **Principle of Confidentiality:** The Agency and any other persons taking part in the Treatment of Personal Data of Participants and in general, the Holders of said Data, which are not known to the public, are under the obligation to guarantee the confidentiality 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 undertaking the Activity.

- 4.8. **Principle of Temporality:** Whenever Personal Data are no longer useful for the purposes for which the Treatment thereof was authorized, that is when the Activity comes to an end and the corresponding prizes have been duly given to the corresponding winners, the Agency may not provide them to third parties, except for special events stated and foreseen in applicable regulations.
- 4.9. **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.
- 4.10. **Principle of Need:** The Agency and the Corporation may only process Personal Data during the time required to hold the Activity and when the purpose of said Treatment so justifies, provided that the Holders inform the Agency that the purpose for which the Treatment of their Personal Data was authorized has been fulfilled and request the elimination thereof.
- 4.11. **Principle of Legality:** The Agency's Data Treatment will be always subject to the provisions in force under Colombian Law.

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

Concerning 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) the Agency's privacy policies so, for the purposes of the undertaking and administration of the Activity, the Agency 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 to participate in the Activity. To this effect, said Policies will be available and easily accessible in the Information System.

The Holders understand that whenever they accept the Personal Data Treatment/Processing Policy, they also declare being familiar with and accepting said Policy in its entirety. Thus, after becoming familiar with the Policy each Holder grants the Agency the corresponding authorization in advance, voluntarily, spontaneously and being informed to participate in the Activity through the Information System.

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 to this effect. This information is and will be used by the Agency to hold the Activity directly or through third parties who are limited solely and exclusively to the purposes of the Activity. The Agency holds and performs its authority under the laws of the Republic of Colombia, particularly the provisions of Article 10 of Decree 1377 of 2013, Law 1581 of 2012 and Law 1266 of 2008 of the said country, and other regulatory provisions applicable in each jurisdiction in which the Activity 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 Activity, 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: To this effect, the Agency agrees to comply with its obligation to apply and maintain the necessary and relevant security measures to guarantee the care, custody, filing, discretion 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.

6. AUTHORIZATION:

Since (i) the Agency's Processing of Personal Data requires free, prior, express and informed consent from the Holder, directly by the Holder who will be the Participant in the Activity, 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 expressly acknowledge and state that by accepting these Terms and Conditions and consequently, by accepting the Personal Data Policy for the purpose of holding the Activity, they authorize the Agency said Data Processing solely and exclusively for the purposes concerning the Activity, provided later consultation thereof is possible.

To hold the Activity subject to these Terms, Authorization for the Participants' Personal Data Processing is obtained from them when they click on "I accept the Terms and Conditions" through the Information System where the activity will be held, and Participants register to create their accounts and participate in the Activity.

In accordance with the above, and in consideration of Resolution 2232 of 2021 in Colombia, which is subject to the highest international standards for Processing of Personal Data and particularly as provided under Article 3 of definitions, as well as in the regulatory provisions applicable to each jurisdiction in which the Activity is held, the Authorization granted to the

Agency for Processing Personal Data is provided at the time of the registration stated above, through which the Participant Holder of the Data inserts his/her Data to start his/her game.

The said authorization is granted with a clear consent and knowledge of the following aspects, all of which are 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.
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 under the principle of proven responsibility, under which the competent authorities may require proof of authorization.

Second Paragraph.- Revoking Authorization: The Holders of Personal Data may revoke the Authorization granted at any time, except in cases 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, in which case 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.

7. HOLDERS' RIGHTS:

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

- 7.1 Know, update, and rectify his/her Personal Data. This right may be exercised, among others, regarding partial, inexact, incomplete, fractioned data, error inducing data or data whose Treatment is expressly prohibited or has not been authorized by the Holder.

- 7.2 Request proof of the Authorization granted to the party Responsible for Data Processing except when it expressly exempted as a requirement to do so under the law.
- 7.3 Be informed as per request, by the party Responsible regarding the use said party has given to his/her Personal Data.
- 7.4 Present claims before the Superintendence of Industry and Commerce in Colombia or the competent authority in each jurisdiction, about 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.
- 7.5 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.
- 7.6 Accessing free of charge his/her Personal Data that is or has been subject to Treatment.

8. PROCEDURE FOR HOLDERS TO EXERCISE THEIR RIGHTS:

Holders of Personal Data directly processed by the Agency according to these 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. To guarantee the performance of the above-mentioned rights, the Agency has established a mechanism to present the corresponding request by sending an E-mail addressed to Act2play@d-side.co.

As Holders of Personal Data, Participants in the Activity 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:

- 8.1 **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.
- 8.2 **Claims:** Under the provisions of personal data treatment in the different jurisdictions where the Activity 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 the above term is 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.

- 8.3 **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.
- 8.4 **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. This right may be exercised by the Holder being aware of the impact that eliminating his/her data will have on the Activity, so that if he/she is the winner of any of the prizes, he/she may not even be contacted and will not have any right to access the corresponding prize.

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

The area responsible 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/or to the following address: Avenida 5C norte # 49 – 40 (Cali, Colombia).

ConAgra Foods RDM, Inc.