

# Official Rules

Effective December 14, 2022.

NOTICE REGARDING DISPUTE RESOLUTION: THESE OFFICIAL RULES CONTAIN TERMS THAT GOVERN HOW CLAIMS BETWEEN YOU AND SPONSOR, RELATING TO YOUR PARTICIPATION IN ANY SWEEPSTAKES, WILL BE RESOLVED. FOR EXAMPLE, SECTION 17 INCLUDES AN ARBITRATION AGREEMENT AND WAIVER OF A CLASS ACTION THAT REQUIRES YOU TO SUBMIT ALL CLAIMS TO ARBITRATION (INSTEAD OF GOING TO COURT BEFORE A JUDGE AND JURY) AND LIMITS YOUR ABILITY TO BRING CLAIMS ON BEHALF OF ANYONE OTHER THAN YOURSELF (THAT IS, IT PROHIBITS YOU FROM BRINGING ANY PURPORTED CLASS ACTION OR PURPORTED COLLECTIVE OR REPRESENTATIVE PROCEEDING).

NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. ALL ENTRIES INTO A SWEEPSTAKES HAVE AN EQUAL CHANCE OF WINNING. A PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE THE CHANCES OF WINNING.

1. THE SPONSOR: Popchew, Inc. (referred to herein as “*Popchew*” or “*Sponsor*”) is a United States, Delaware corporation and a for-profit, commercial fundraiser, technology, and media company that leverages the power of storytelling and technology to radically change charitable giving.

2. THE WEBSITES: The Popchew Websites ([www.popchew.com](http://www.popchew.com), [www.wingszn.com](http://www.wingszn.com), [www.snapbackkitchen.com](http://www.snapbackkitchen.com)) (the “*Websites*”) allow eligible individuals (see restrictions below) to enter into the sweepstakes promotions hosted on the Websites (each an “*Sweepstakes*”).

3. APPLICABILITY OF THE RULES: These Official Rules provide the general terms and conditions applicable to every Sweepstakes on the Websites launched on or after December 14, 2022. Each Sweepstakes is subject to all applicable international, federal, state, and local laws and regulations and is void where prohibited.

(A) Binding Contract. The Official Rules (including any Sweepstakes Rules) form a binding contract between Popchew and each Sweepstakes participant (a “*Participant*.”) Entry into any Sweepstakes constitutes Participant’s full and unconditional agreement to the Official Rules and Sponsor’s decisions, which are final and binding in all matters relating to the Websites and all

Sweepstakes. If you do not agree to these Official Rules (including the applicable Sweepstakes Rules) do not enter the Sweepstakes(s).

(B) Updates to the Official Rules. These Official Rules may be updated from time to time. Please check these Official Rules (including all relevant Sweepstakes Rules) regularly to ensure that you understand the terms that apply at the time that you enter the Sweepstakes.

4. ELIGIBILITY: To be eligible to enter an Sweepstakes or be awarded the prizes(s) identified on each Sweepstakes's webpage (each a "Prize"), a Participant must fully comply with the Official Rules. Unless otherwise provided in the Sweepstakes Rules, Sweepstakes are only open to individuals who (i) are at least 18 years of age or older at time of entry; (ii) are NOT in one or more of the "Prohibited Persons" categories listed in Section 4(A), below; and (iii) are legal residents of the United States or another country that is NOT listed as a "Prohibited Jurisdiction," in Section 4(B), below. Any entry submitted by any ineligible person(s) will be void.

(A) Prohibited Persons. The following individuals are not eligible to enter or win any Sweepstakes:

(i) Any employees, officers, and/or directors of any of the following (collectively, the "Sweepstakes Partners"): (a) Popchew; (b) any creator or organization promoting the Sweepstakes, (c) Popchew's third-party contractors who participate in or provide services related to the Winner selection process for the applicable Sweepstakes, and (d) any contractor or other partner engaged by Popchew to supply and/or fulfill any portion of the Prize(s), including, without limitation, any Prize supply partners.

(iii) The immediate family members of (meaning, spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and/or those living in the same household as the employees, officers and/or directors of Popchew and/or the promoting organizations supported by the applicable Sweepstakes (whether or not related).

(B) Prohibited Jurisdictions: All countries on the United States' list of embargoed countries (which you can find [here](#)), Afghanistan, Australia, Bahamas, Belgium, Belize, Bolivia, the province of Quebec (Canada), Cambodia, Chad, China, Colombia, Cuba, Dominican Republic, Ecuador, Egypt, El Salvador, Germany, Ghana, Guatemala, Guinea, Haiti, Honduras, Iran, Iraq, Italy, Jamaica, Lebanon, Mali, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Peru, Singapore, Somalia, Sudan, Syria, Tanzania (the United Republic of), Thailand, Trinidad, and Tobago, Tunisia, Turkey, Uganda, Ukraine, United Kingdom, Venezuela, Yemen, Zimbabwe, and any other country where local laws would prohibit the provision of or entry into an Sweepstakes.

5. HOW TO ENTER: Each Sweepstakes will have a starting date and time and ending date and time (the “*Entry Period*”) specified in the Sweepstakes Rules. Only those entries received by Sponsor during the Entry Period will be valid. Sponsor will be the official timekeeper for all Sweepstakes.

(A) Grand-Prizes Sweepstakes. All grand-Prizes Sweepstakes (each a “*Grand-Prize Sweepstakes*”) will provide the following two (2) ways to enter:

(i) *Donate and Enter*. To enter by this method, visit the Websites, click the “Enter Now” button from the Sweepstakes webpage. Then donate by choosing a donation amount and following the instructions to provide your full, legal name, contact, and payment information and complete your donation. Upon Sponsor’s receipt of a donation, a donor will automatically receive entries and be entered for a chance to win the Sweepstakes. The number of entries awarded may correspond to the dollar value of the donation, as specified on the Sweepstakes webpage at the time of Participant’s donation, and Sponsor reserves the right to amend the corresponding number of entries to be awarded for a particular dollar value of a donation from time-to-time in its sole and absolute discretion. Participant will receive the corresponding number of entries indicated on the applicable Sweepstakes webpage at the time of Participant’s donation.

Individuals may donate as many times as desired, but for each Sweepstakes, a Participant is limited to the maximum Entry Limit (as defined below), if applicable to the Sweepstakes.

(ii) *Enter for Free*. To enter for free, visit the Websites, click the “Enter Now” button from the Sweepstakes webpage. Then click on the “enter without contributing” link, follow the instructions to complete the “*Alternative Method of Entry*” form, and then submit the completed form. Upon receipt of a complete “*Alternative Method of Entry*” form, a Participant will automatically receive two thousand (2,000) entries into that Sweepstakes. Individuals may submit the “*Alternative Method of Entry*” form as many times as desired, but for each Sweepstakes, a Participant is limited to the applicable maximum Entry Limit (as defined below).

(B) Secondary Promotions. From time to time, Sponsor may, in its sole and absolute discretion, host other, secondary Sweepstakes on the Websites (each a “*Secondary Promotion*”).

Secondary Promotions are those Sweepstakes where the only method of entry is through entry into a specific Grand-Prize Sweepstakes, within a specific timeframe. Participants who enter the specific Grand-Prize Sweepstakes during the specific timeframe will also be automatically entered into the Secondary Promotion. Unless otherwise stated in the Sweepstakes Rules of the applicable Secondary Promotion, a Participant will receive the same number of entries into the Secondary Promotion as that Participant acquires in the eligible Grand-Prize Sweepstakes(s)

during the specified timeframe, up to the Secondary Promotion's Entry Limit (if applicable), regardless of method of entry(ies) used to enter the eligible Grand-Prize Promotion(s).

(C) Special Promotions. Popchew may, in its discretion, run various special promotions in connection with the Sweepstakes. For example, it may, for a temporary period during the Entry Period, offer Participants "bonus entries" in connection with any entry submission, or it may offer Participants the opportunity to enter multiple Grand-Prize Promotions simultaneously. Each entry that is awarded in connection with any special promotion (a) will constitute a single, independent entry in the applicable Sweepstakes(s), (b) will be treated the same as any other entry to the Sweepstakes(s) (including being subject to any applicable Entry Limit), and (c) will have the same chance of winning as any other entry.

6. ENTRY LIMITATIONS AND RESTRICTIONS: Only accurate and complete entries submitted during the Entry Period and received by Sponsor are eligible. Any incomplete, illegible, corrupted, or untimely entries are also void and ineligible to win. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, or for other submission problems of any kind, whether caused mechanical, human or electronic error, all of which are void and ineligible to win. Additionally, Sponsor is not responsible for any telephone, electronic, hardware, software, network, Internet, or computer malfunctions, failures, or difficulties. If a Participant's donation is refunded, any entries associated with such donation will be withdrawn and not eligible to win.

(A) Entry Limit. For each Sweepstakes, the Sweepstakes Rules will state the cumulative maximum number of entries that any one person may obtain (the "Entry Limit"). The Entry Limit applies to all entries, regardless of the method of entry. If a Participant exceeds the Entry Limit for an Sweepstakes, all Entries received over the Entry Limit (in order of receipt) will be void and ineligible to win.

(B) Required Information. Participants must provide all required information specified on the Sweepstakes's page or entry form to be eligible to enter and win.

(C) Email Address Requirements. Participants may not use multiple email addresses, identities, address, logins, devices, or any other tactics used in an effort to receive entries over an Sweepstakes's Entry Limit. To receive valid entries, Participant must provide a valid email address for which the Participant is the authorized owner. Multiple Participants may not share the same email address. In the event of a dispute as to the identity of any Participant, the authorized account holder of the email address used to enter will be deemed to be the

Participant. The “authorized account holder” is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Winners and/or Winners (as defined below) may be required to show proof of being the authorized account holder. Any entries connected to an invalid, non-working, or inactive email address, or linked to an authorized account holder other than Participant, are void and ineligible to win. Any conduct in violation of this Section is strictly prohibited and will void *all* entries for that Participant and may result in disqualification of Participant from all Sweepstakes, at Sponsor’s discretion.

(D) No automated entry devices. All entries must be submitted by the individual Participant to be valid. Use, or attempted use, of any robotic, automated, programmed, mechanical, or other non-manual entry methods will void *all* entries for that Participant and will result in disqualification of the Participant from all Sweepstakes, at Sponsor’s discretion. No copies, facsimiles, or other mechanical or electronic reproductions of entries will be accepted. Sponsor has the sole right and discretion to make a determination that Participant used or attempted to use any such prohibited automated entry methods.

(E) Contact Details. By entering any Sweepstakes, you agree that Popchew may contact you via email, phone, and mail in connection with the Sweepstakes in accordance with Sponsor’s Privacy Policy, available at: <https://www.Popchew.com/pages/privacy>.

7. ENTRY CONDITIONS AND RELEASE: As a condition of entering any Sweepstakes, Participant expressly:

(A) Consents to receive information or promotional materials from Sponsor, or any of the other Sweepstakes Partners, via email and/or mail;

(B) Represents and warrants that (s)he agrees to be bound by these Official Rules and decisions of the Sponsor, which will be binding and final in all matters relating to each Sweepstakes;

(C) Releases the Sweepstakes Partners, and any advertising platform used in connection with the promotion of any Sweepstakes, including, without limitation, the Facebook platform owned and operated by Meta Platforms, Inc., Google LLC, Instagram, Inc., Pinterest, Inc., Reddit, Inc., Snap Inc., Twitter, Inc., and any of their respective parents, subsidiaries and affiliates (collectively “*Advertising Platforms*”), from all liability, loss or damage or expense arising out of or in connection with participation in any Sweepstakes or the acceptance, use, or misuse of any Prizes;

(D) Knowingly and expressly waives all rights to claim, punitive, exemplary, indirect incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased;

(E) Agrees that all claims, disputes, or causes of action arising out of or connected with any Sweepstakes, or any Prizes awarded, shall be individually resolved in binding arbitration, per Section 17, without resort to any form of class, collective or representative action;

(F) Agrees that any and all claims, judgments, and awards, if permitted to proceed, will be limited to Participant's actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

*Some jurisdictions do not allow the limitations or exclusion of liability set forth above in Section 7. So, some of the provisions contained in this section may not apply to every Participant.*

8. WINNER DRAWINGS: Potential winner(s) of an Sweepstakes (the "Potential Winner") will be randomly drawn from among all eligible entries received. The drawing will occur on or after the end of the Entry Period or as specified in the applicable Sweepstakes-specific rules. Sponsor will conduct the drawing and awarding of the Prize. Once confirmed and verified as eligible to win, a Potential Winner is referred to herein as a "Winner." The odds of winning depend on the number of eligible entries received during the Entry Period.

9. WINNER NOTIFICATION PROCESS: Potential Winners will be contacted using the email address used to enter the Sweepstakes. Potential Winners must respond to the Potential Winner notification email within 24 hours of it being sent (or the time frame indicated in the Potential Winner notification email, if another time frame other than 24 hours is specified). If a Potential Winner fails to respond to the notification email within the stated period, Potential Winner may be disqualified and, in such instances, will forfeit any claim to any of the Prizes(s). After sending the Potential Winner notification email, to the extent a phone number has been provided, Sponsor reserves the right to also contact Potential Winners via phone as well. By entering, Potential Winners expressly authorize Sponsor to name, tag, or otherwise identify Potential Winner on Sponsor's Websites, social media pages, and/or in Sponsors other promotional materials.

Some jurisdictions may prohibit Sponsor from conditioning participation on Potential Winner's consent to publicity described in this Section. Potential Winners who are residents of such jurisdictions and who object to such publicity, must notify Sponsor of objections via email during the Potential Winner confirmation and verification process.

10. CONFIRMATION AND VERIFICATION OF POTENTIAL WINNERS: A Potential Winner will only be confirmed as the winner eligible to receive the Prize after Sponsor has completed verification of Potential Winner's eligibility to win and confirmed Potential Winner's compliance with the terms of these Official Rules. Potential Winners must be willing and able to claim and/or accept the Prizes(s) in full in the period specified by Sponsor. Potential Winners are subject to confirmation and verification by Sponsor, by whatever means Sponsor shall deem appropriate. To be confirmed and verified as eligible to win, a Potential Winner and the Potential Winner's guest(s), if applicable, must comply with all terms and conditions of these Official Rules and fulfill all requirements. Sponsor's decisions are final and binding in all matters related to the administration, operation, drawing, verification of the Winner, and all issues related to an Sweepstakes. In addition to all of the other requirements stated in these Official Rules, if the Potential Winner is a Canadian resident, (s)he must correctly answer a mathematical skill-testing question to be eligible to be confirmed the Winner.

(A) **Winner Documentation.** To receive the Prize(s), and as part of the Winner confirmation and verification process, Potential Winner (and any guests of Potential Winner, to the extent that a Prize includes participation by one or more guests) must accurately complete and timely return Sponsor's Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law), any other documentation (for instance health and safety forms, including any vaccination attestations, including providing proof of the same in a format determined by Sponsor in its sole discretion) reasonably required by Sponsor or the provider of the Prize(s) (where permitted by law), and/or any other document necessary to confirm and verify a Potential Winner's eligibility, as determined by Sponsor, in its sole discretion (collectively, the "*Winner Documentation*"). Potential Winner must fully and accurately complete Winner Documentation and timely return all such documentation by the date specified by Sponsor, or the Potential Winner may be disqualified and will forfeit any claim to any of the Prizes(s).

(B) **Background Checks.** Except where legally prohibited, Sponsor reserves the right to conduct background checks on a Potential Winner and any Potential Winner guests, where applicable. Participation in an Sweepstakes constitutes Participant's authorization to such background checks without Sponsor providing any additional prior notice or seeking additional permissions or consents from Potential Winner. Sponsor reserves the right, in its sole discretion, to disqualify any Potential Winner and any Potential Winner's guest(s) based on the results of such background check (or the background check of Potential Winner's guest(s), if applicable), if the Sponsor determines in its sole discretion that awarding the Prize to such Potential Winner

and/or Potential Winner's guest(s) might reflect negatively on Sponsor or any of the other Sweepstakes Partners, or be likely to put Sponsor, any of the other Sweepstakes Partners, or any other third-party in danger. Sponsor is not obligated to clarify, confirm, or share any specific results of background check with any Potential Winner or any Potential Winner's guest(s), whether the background check resulted in disqualification or not. Factors that could result in disqualification include, without limitation: having been convicted of a felony or misdemeanor, being delinquent on a government-ordered payment, such as child support, spousal support, alimony, tax payments, etc., or any other criminal or civil offense determined at the sole discretion of Sponsor. When requested, Potential Winner or Potential Winner's guest(s) must provide authorization and/or complete any forms reasonably needed to facilitate such a background check. If Potential Winner and/or Potential Winner's guest(s) fails to sign and return the required documentation within the period specified by Sponsor, Potential Winner and/or any Potential Winner's guest(s) may be disqualified and will forfeit any claim to any of the Prizes(s). Except for Sweepstakes in which specific Prize Winner and/or Prize Winner guest qualifications, requirements, or restrictions may be stated in the Sweepstakes Rules (for example, any residency or citizenship requirements, age requirements, or health requirements), Potential Winners and Potential Winner guests will not be disqualified based on race, ancestry, national origin, religion, gender or gender identity, sexual orientation, or any other protected class or status.

11. WINNER DISQUALIFICATION: Reasons a Participant, Potential Winner and/or Winner may be ineligible to receive the Prizes and/or disqualified include, but are not limited to: (i) failures to meet all of the eligibility requirements stated in the Official Rules, (ii) failures to abide by these Official Rules, or other instructions of Sponsor, (iii) failure to provide a valid email address at the time of entry, (iv) failure to timely respond to the Potential Winner notification email or any other request from Sponsor, (v) Sponsor is unable to verify the identity and verification of the Potential Winner to its reasonable satisfaction within 7 working days of the relevant drawing of the Potential Winner for the Sweepstakes, (vi) failure to timely complete and/or return the Winner Documentation and/or background check documents, (vii) failure to pass the background check to Sponsor's full satisfaction, (viii) the provision of false, incomplete and or misleading information to or about Sponsor or any of the other Sweepstakes Partners, (ix) the commission of any fraud or deception in connection with any Sweepstakes, use of the Websites, and/or relationship with Sponsor, (x) acting in an obnoxious, threatening, abusive, or harassing manner, at any time before or during the awarding of the Prize, in whole or in part; (xi) inability to timely



accept the Prizes for any reason, including, but not limited to, inability to travel to the location where the Prize is being fulfilled and/or injury or death and (xii) the inability of Sponsor to timely award or otherwise fulfill the Prizes, due to circumstances beyond Sponsor's reasonable control, including, but not limited to, legal restrictions, Acts of God, natural disasters, pandemics/epidemics, terrorism, and/or weather.

If a Potential Winner or Winner is determined to be ineligible and/or disqualified for any reason, an alternate Potential Winner may be randomly drawn from the eligible entries. Any alternate Potential Winner will be notified as per the procedures outlined in the Official Rules (time permitting). Sponsor reserves the right to modify the Winner notification and/or confirmation and verification procedures connected with the drawing of an alternate Potential Winner, if any.

12. PRIZES: Subject to any restrictions expressly stated in the Official Rules, Winners will receive the Prizes(s) identified on each Sweepstakes's webpage. Sponsor shall solely determine the specifics of all elements of all Prizes (including timing for fulfillment of Prizes and travel options, if applicable). The approximate retail value of any Prize will be specified in the Sweepstakes Rules. Winners are responsible for ensuring they timely and fully accept the Prize at the specified Prize location(s) and within the specified Prize fulfillment period..

Unless explicitly stated otherwise, all Prizes are awarded as is, without any representations or warranties, and cannot be transferred, sold, substituted, or redeemed for cash by Participant. Sponsor reserves the right to substitute a prize of comparable or greater value or cash in Sponsor's sole discretion. Prize may be subject to availability restrictions in certain jurisdictions based on licensing, import, or distribution regulations or other legal restrictions. In such circumstances, the Winner may be required to take a cash alternative instead. Some restrictions may apply.

Unless otherwise noted in Sweepstakes Rules, Winners are solely responsible for all taxes, costs, and fees associated with Prize receipt, ownership, and/or use. Winners may be required to complete and return an IRS W-9 form, W8-BEN, or other applicable forms (i.e., Request for Taxpayer Identification Number and Certification). Sponsor will not replace any lost or stolen Prize(s) or components of a Prize(s).

All Winners are entitled, at their discretion, to refuse to accept some or all of the Prize(s) that they are eligible to receive and, in such instances, will be deemed to have forfeited the Prize. If at any time and for any reason, a Winner is deemed to have forfeited a Prize, in whole or in part, or fails to accept delivery of the Prize(s) within a reasonable period, Winner will not be entitled to

any alternate Prize or any other compensation of any kind, and Popchew shall have no obligation to award the rejected or unclaimed portion of any Prize(s) to an alternative winner. Certain types of Prizes may have other restrictions or limitations, including without limitation as follows, unless otherwise specified on the Sweepstakes Rules:

(A) Prize Manufacturers. Sweepstakes are not sponsored, endorsed, approved, or affiliated with the manufacturer of the Prize(s) being awarded. Sweepstakes prize names and logos are the trademarks and property of the manufacturer of the Prize(s). Actual Prize(s) to be awarded may not be identical to those depicted which are intended to be only representative.

(B) Prizes That Include a Travel Component: For all travel Prizes, you have to travel on the dates and itinerary specified by Sponsor. Any included airfare is coach class from the major gateway airport nearest Winner's residence or other alternative gateways approved by Sponsor in its sole and absolute discretion. Any hotel accommodations are standard class, double occupancy unless otherwise specified. The actual retail value of any trip Prize will depend on the Winner's place of residence. The difference between the approximate retail value and the actual retail value will not be awarded. Winner and Winner's guest(s), if applicable, must travel on the same itinerary, unless otherwise approved by Sponsor in its sole and absolute discretion. Lost or stolen tickets, travel vouchers or certificates, or similar items will not be replaced once they are in your possession. Any and all expenses not specified in Sweepstakes Rules, including, but not limited to, itinerary change fees, checked baggage fees, meals and gratuities, transfers, and ground transportation, are the sole responsibility of Winner and Winner's guest(s). Travel and accommodation are subject to availability; certain additional restrictions and blackout dates may apply. If specific dates are indicated for travel, and Winner cannot travel on those specified dates, Prize will be forfeited and may be awarded to an alternate Winner selected at random from all remaining eligible entries. In such instances, the forfeiting Winner will not be entitled to any alternate prizes or compensation of any kind. Winner and Winner's guest(s), if applicable, are responsible for all required travel documentation and identification, including, without limitation and as applicable, any passport or visa, as well as meeting any other requirements for entry into the relevant destination, such as any health and safety requirements. Winner's guest(s), if applicable, must also sign a release before ticketing. Winner's guest(s) must be over the age of majority in the state, province, or territory in which s/he resides, or the Winner who accompanies them must be their parent or legal guardian, unless as otherwise specified on the applicable Sweepstakes Rules. If, in Sponsor's judgment, air travel is not required due to

Winner's proximity to Prize location, Sponsor may provide ground transportation as a substitute for air travel at Sponsor's discretion.

(C) Prizes That Include Winning an Automobile or other Vehicle: The Winner of the Prize vehicle is not eligible for any cash rebate programs. Sponsor will determine the interior/exterior colors of the vehicle at its sole discretion. Winner must have a valid driver's license and proof of insurance to take delivery of Prize vehicle and must take delivery of the vehicle at a location specified by Sponsor, in its sole discretion. For any Prize vehicle, neither Sponsor, other Sweepstakes Partners, nor the vehicle manufacturer has made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact, or law, relative to the Prize vehicle, including but not limited to its quality, mechanical condition or fitness. Notwithstanding, the Prize vehicle may include the manufacturer's standard vehicle limited warranty, as stated in the vehicle's Owner's Guide. If the Prize is a lease of an automobile or other vehicle, Winner will be responsible for complying with the standard provisions of the applicable lease and shall be responsible for excess wear/use and mileage over the miles specified in such lease at a cost per additional mile/km stated in such lease. Prize may be subject to availability restrictions in certain jurisdictions based on licensing, import, or other distribution restrictions. In such a case, the Winner may be required to take cash or other alternatives instead. Winner must take delivery of the vehicle at a location and time of Popchew's sole choosing. Popchew reserves the right to delay vehicle delivery or substitute a similar vehicle of equal or greater value should the vehicle as described be unavailable for any reason.

(D) Prizes That Include Attending an Event: Tickets and seating are subject to availability. In the case the event is delayed or rescheduled for any reason, tickets for the delayed or rescheduled event may be provided at the sole discretion of Sponsor. If the event is canceled for any reason, the remainder of the Prize, if any, will be awarded without the scheduled event. Sponsor may substitute an alternate Prize of equal or greater value (including in the form of cash) at its sole discretion. Winner's guest(s) must be 18 or older, or the Winner must be their parent or legal guardian, unless as otherwise specified in the applicable Sweepstakes Rules.

(E) Prizes That Include Meeting or Greeting any Person: Meet and greet portion of the Prize is subject to availability. In the case of unavailability, the remainder of the Prize, if any, will be awarded without the meet and greet portion.

(F) Prizes That Involve Participating in a Physical Event: Sponsor may require Winner and Winner's guest(s), if applicable, to be examined by a doctor or other appropriate medical professional before participating in the event. Sponsor and/or Sweepstakes Partners reserve

the right to decline participation in the event to any Winner or Winner's guest(s), if applicable if it is deemed that individual is unfit, in an unsafe condition, acting in an unsafe manner, fails to meet the requirements of that particular component of the event (which may include, without limitation, height/weight restrictions or restrictions based on the health of the participant) or for any other reason as determined by Sponsor in its reasonable discretion. In such circumstances, the Potential Winner may be required to take cash or other prize alternatives, if available as part of the Sweepstakes. If such an alternative prize is not available, Potential Winner may be disqualified.

(G) Prizes That Involve Appearing in a Film, TV, or Other Production: This portion of any Prize is subject to the production occurring as scheduled and to the Potential Winner entering into third-party agreements (such as with an acting union, production company, or publishing platform, including agreements regarding appearance releases, confidentiality and background checks). Participation in such an acting opportunity does not guarantee any type or length of appearance or that such appearance will be included in the final production or that the production will be released at all.

13. PUBLICITY: Except where prohibited by law, acceptance of any Prize also constitutes Winner's express agreement and consent for Sponsor, and those acting under Sponsor's authority, to use Winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Sweepstakes, Prize, and/or any of the Sweepstakes Partners, worldwide and in-perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor (or the applicable Sweepstakes Partners), in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Winner agrees to confirm this consent in writing if requested.

Some jurisdictions may prohibit Sponsor from conditioning the awarding of a Prize on Winner's consent to publicity as described in this Section 13. Winners who are residents of such jurisdictions and who object to such publicity, must notice Sponsor of such objections via email during the Winner confirmation process.

14. GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend, and/or modify an Sweepstakes, in whole or in part, due to any fraud, bugs, virus, technical failures, changes in the law, or any other factor beyond Sponsor's reasonable control that impairs the integrity or proper

functioning of an Sweepstakes, as determined by Sponsor. Sponsor reserves the right, in its sole discretion and at any time, to conduct maintenance for the Websites or its systems that may suspend or otherwise impact access to an Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual tampering, or to attempting to tamper, with the administration and/or operation of any Sweepstakes, including without limitations the entry process or the Potential Winner draw process.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY Websites ASSOCIATED WITH AN Sweepstakes OR UNDERMINE, OR ATTEMPT TO UNDERMINE, THE LEGITIMATE OPERATION OF AN Sweepstakes WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CRIMINAL AND CIVIL PROSECUTION AND PENALTIES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION. SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY INDIVIDUAL IT FINDS TO BE ATTEMPTING TO TAMPER WITH OR UNDERMINE THE ENTRY PROCESS, THE Websites, AND/OR THE LEGITIMATE OPERATION OF AN Sweepstakes; TO BREACH THE OFFICIAL RULES; OR TO ACT IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN, OR HARASS ANY OTHER PERSON. IF, FOR ANY REASON, THE Sweepstakes CANNOT BE RUN AS PLANNED OR IF SPONSOR DETERMINES IN ITS SOLE DISCRETION THAT THE INTEGRITY OR VIABILITY OF AN Sweepstakes IS COMPROMISED, SPONSOR RESERVES THE RIGHT TO VOID ANY ENTRY AT ISSUE AND (A) CANCEL OR TERMINATE THE Sweepstakes (OR ANY PORTION THEREOF); (B) MODIFY THE Sweepstakes OR SUSPEND THE Sweepstakes TO ADDRESS THE IMPAIRMENT AND THEN RESUME THE Sweepstakes IN A MANNER THAT BEST CONFORMS TO THE SPIRIT OF THESE OFFICIAL RULES; AND/OR (C) AWARD THE PRIZE AT RANDOM FROM AMONG THE ELIGIBLE, NON-SUSPECT ENTRIES RECEIVED UP TO THE TIME OF THE IMPAIRMENT.

15. INDEMNIFICATION: As a condition of entry, each Participant, agrees to defend, indemnify, release and hold harmless Sponsor, all other the Sweepstakes Partners, and their respective parent, subsidiary, and affiliated companies, and any other person or organization responsible for sponsoring, fulfilling, administering, advertising or promoting an Sweepstakes, including Advertising Platforms, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "*Released Parties*") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind

to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in an Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

16. LIMITATIONS OF LIABILITY: The Released Parties are not responsible and will have no obligation or liability for or resulting from: (i) a Participant's entry or attempt to participate in an Sweepstakes, (ii) incorrect or incomplete information, whether caused by a Participant, technical errors or by any of the equipment or programming associated with or utilized in an Sweepstakes, (iii) technical failures of any kind, including, but not limited to outages, malfunctions, interruptions, or disconnections in phone lines or network hardware or software or scheduled or unscheduled maintenance; (iv) unauthorized human intervention in any part of the entry process or an Sweepstakes; (v) technical or human error in the administration of an Sweepstakes or the processing of registrations, (vi) entries, Prize claims or Prize notifications that are lost, late, incomplete, illegible, unintelligible, damaged, undeliverable or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind (including, for example, SPAM filters); (vii) Participants who have committed fraud or deception in entering or participating in an Sweepstakes or claiming the Prize, (viii) an inability of the Winner to accept the Prize for any reason; (ix) an inability to fulfill or award a Prize due to delays or interruptions due to Acts of God, natural disasters, pandemics/epidemics, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (x) any damages, injuries or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or resulting from participating in an Sweepstakes or any promotion or Prize related activities. If for any reason, a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in an Sweepstakes.

17. BINDING ARBITRATION, NO CLASS ACTION:

Please read this section carefully. Participant understands and agrees that (s)he waives his/her right to sue or go to court to assert or defend his/her rights connected with participation in an Sweepstakes.

(A) Mandatory Arbitration of Disputes: As a condition of participation, Participant and Sponsor each agree that any dispute, controversy, or claim arising out of or relating to an Sweepstakes, these Official Rules, or the breach, termination, enforcement, interpretation, or validity thereof, and including the determination of the scope or applicability of this arbitration provision (each, a “Claim”) shall be resolved *solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding*. Participant and Sponsor agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Official Rules and that this arbitration provision shall survive termination of these Official Rules.

(B) Class Action Waiver: Participant and Sponsor each agree that either of them may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if the parties’ dispute is resolved through arbitration, neither JAMS nor the arbitrator may consolidate another person’s claims with Participant’s claims or otherwise preside over any form of a representative or class proceeding for any purpose. If this specific provision is found to be unenforceable, then the entirety of this Section 17 shall be null and void.

(C) Limited Remedies: Additionally, except as may be provided for in Subsection 17(D), below, or prohibited by law, Participant and Sponsor each agree that, for any dispute, claim, or controversy arising out of or relating to an Sweepstakes, these Official Rules or the breach, termination, enforcement, interpretation, or validity thereof, their remedies are limited to a claim for money damages (if any) and they each irrevocably waive any right to seek injunctive or equitable relief.

(D) Exceptions and Opt-out: Notwithstanding Subsections 17(A) and (B), above, Participant and Sponsor each retain the right to:

- (i) seek to resolve a Claim in small claims court if it qualifies; and
- (ii) seek injunctive or other equitable relief from a court of competent jurisdiction to prevent (or enjoin) the infringement or misappropriation of their respective intellectual property rights.

In addition, Participant will retain the right to opt out of arbitration entirely and litigate any Claim if Participant provides Sponsor with written notice of Participant’s desire to do so by regular mail sent to the attention of Popchew’s Legal Department at the Popchew address set out in Section 22, below, within thirty (30) days following the date Participant first agrees to these Official Rules. If Sponsor changes any of the terms of this Section 17 after the date Participant first accepted these Official Rules (or accepted any subsequent changes to these Official Rules), Participant may reject any such change by sending Sponsor written notice within thirty (30) days of the date such change became effective, as indicated in the “Effective” date above. By

rejecting any change, Participant is agreeing to arbitrate any Claim between Participant and Sponsor in accordance with the terms of this Section 17 as of the date Participant first accepted these Official Rules (or accepted any subsequent changes to these Official Rules).

(E) Dispute Resolution and Notification of Claims: Prior to bringing a Claim, Participant and Sponsor each agree to notice the other party and attempt, in good faith, to negotiate an informal resolution. To begin this process, before initiating any arbitration proceeding, the party seeking to bring a Claim must send a Notice of Claim (“*Notice*”) by certified mail to the other party. All Notices to Sponsor must be sent to the Popchew address set out in Section 22, below. The Notice must describe the nature and basis of the Claim and the relief sought. If we are unable to resolve the potential Claim within forty-five (45) days after receipt of the Notice, then Participant or Sponsor may initiate arbitration proceedings as set out below.

(F) Arbitration Process and Rules: Any arbitration will be conducted by JAMS pursuant to its procedural rules for commercial disputes (“*JAMS Rules*”), using the Optional Expedited Arbitration Procedures when applicable. The JAMS Rules are available at <https://www.jamsadr.com>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com). JAMS will appoint an arbitrator. When practical, the arbitrator should have prior subject matter knowledge and familiarity with sweepstakes and/or fundraising laws in the jurisdiction in which Sponsor is incorporated. The arbitration may be conducted via video-conference or in-person in the county (or other municipality) where Participant lives, unless Participant and Sponsor both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement. During the arbitration, both Participant and Sponsor may take one deposition of the opposing party, limited to 4 hours. If Participant and Sponsor cannot agree on a time and location for a deposition, the arbitrator will resolve any scheduling disputes. The arbitrator shall provide a decision explaining the arbitrator’s findings and conclusions, and the ruling may be entered in any court having jurisdiction thereof. The arbitrator’s decision shall be final and binding upon the parties to these Official Rules.

(G) Arbitration Costs: Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If Participant asserts a claim against Sponsor, Participant will be responsible for paying the consumer filing fee. Sponsor will pay for all other JAMS-included fees (including filing, administration, and arbitrator fees and expenses). Each party shall pay its own



attorneys' fees and any other costs it incurs. If any party prevails on a statutory claim that affords a prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the arbitrator will award such costs and fees per the applicable statute or written agreement. The arbitrator shall resolve any dispute regarding the reasonableness of any fee or cost that may be awarded under this paragraph.

(H) Confidentiality: To the extent permitted by law, the existence of the arbitration, the arbitration proceedings, and the outcome of the arbitration will be treated as confidential and will not be disclosed by either of Participant and Sponsor. Participant and Sponsor agree that an award, and any judgment confirming it, only applies to the arbitration in which it was awarded and cannot be used in any other proceeding except to enforce the award itself and any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts in Wilmington, Delaware, or the United States District Court for the District of Delaware.

(I) Severability: If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

18. GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of Participants and Sponsor in connection with an Sweepstakes, shall be governed by, and construed in accordance with, United States federal law and the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

19. PARTICIPANT'S PERSONAL INFORMATION: Information collected from Participants is subject to the Sponsor's Privacy Policy, available at <https://www.Popchew.com/pages/privacy>.

20. RESULTS: A list of winners will be available on [Popchew.com/collections/winners](https://www.Popchew.com/collections/winners).

21. REFUNDING DONATION: Each donation in connection with an Sweepstakes supports an awesome cause and helps create real impact. As such, Sponsor does not provide refunds once an Sweepstakes's Entry Period has closed, except in the event of fraud and/or an invalid chargeback by a credit card issuer.

22. SPONSOR CONTACT: Popchew, Inc., PO Box 866, 9942 Culver Blvd, Culver City, CA 90232.

23. SEVERABILITY: Each of the terms of these Official Rules operates separately. If any court of relevant authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

24. NO WAIVER: If Sponsor fails to insist that Participant perform any of Participant's obligations under these Official Rules, or if Sponsor does not enforce its rights against Participant, or if Sponsor delays in doing so, that will not mean that Sponsor has waived its rights against Participant and will not mean that Participant does not have to comply with these obligations. If Sponsor does waive a default by Participant, Sponsor will only do so in writing, and that will not mean that Sponsor will automatically waive any later default by Participant.

25. ENTIRE AGREEMENT: These Official Rules, together with the applicable Sweepstakes Rules, constitute the entire agreement between Sponsor and Participant with respect to the Sweepstakes and supersede all prior or contemporaneous communications, whether electronic, oral or written, between Sponsor and Participant with respect to the Sweepstakes.

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