

Meet Fresh

2020 Brand Anniversary

Gift Card Giveaway

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social network or platform. You understand that you are providing your information to Sponsor, and not to Instagram or any other social network or platform.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules (these "**Official Rules**"). The Meet Fresh 2020 Brand Anniversary Gift Card Giveaway (this "**Giveaway**") will begin at 12:01 a.m. Pacific Standard Time (PST) on September 17, 2020 and end at 09:00 a.m. PST on September 23, 2020 ("**Giveaway Period**"). This Giveaway is sponsored by Easy Way Formula, LLC, a California limited liability company d/b/a Meet Fresh (the "**Sponsor**").

1. ELIGIBILITY. To be eligible to enter the Giveaway, an entrant ("**Entrant**") must be a U.S. citizen or permanent U.S. legal resident at least 18 years of age or older as of the date of entry. No purchase or payment of any kind is necessary to enter or win this Giveaway. The Giveaway is void where restricted or prohibited by law. Employees, consultants or agents of Sponsor, its parents and subsidiaries, advertising and promotion agencies and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of this Giveaway and their immediate families are ineligible to participate in this Giveaway.

2. HOW TO ENTER.

a. **Facebook:** The @MeetFreshUSA Official account will publish a new post on the official fan page on Sep. 17th, 2020. The participants need to like & follow our @MeetFresh USA account, tag 1 friend and share the post (The post should be set as public). Each participant can tag different friends to get multiple entries. The HQ will announce the giveaway winners on Sep. 23rd, 2020. Ten winners can each gets one \$20 e-gift cards.

a. **Instagram:** The @MeetFreshUSA Official account will publish a new post on the official account on Sep. 17th, 2020. The participants need to like & follow our @MeetFresh USA account and tag 3 friends. Each participant can tag different friends to get multiple entries. Ten winners will be announced on Sep. 23rd, 2020, and each winner can get one \$20 e-gift card.

There is no alternative way to enter this Giveaway. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any Entries received through such methods, as determined by Sponsor, in its sole discretion. The Entry and the Entrant must fully comply with these Official Rules to be eligible to win a prize. Entries that are not complete or do not adhere to these Official Rules may be disqualified at the sole discretion of the Sponsor. However, any attempt by any participant to use deceptive

methods to increase the opportunities of winning the giveaway is prohibited, and Sponsor, in its sole discretion, may void all of that participant's Entries and disqualify the participant from this Giveaway. Only Entries received during the Giveaway Period will be eligible. Sponsor is not responsible for lost, late, and/or misdirected Entries. All participants and Entries must comply with these Official Rules as well as the terms and conditions of Facebook and Instagram. By submitting an Entry, Entrant further acknowledges and agrees that Sponsor does not owe Entrant a duty of confidence, fiduciary care or treatment or other similar duty or obligation with regard to Entrant's Entries.

3. ENTRIES. By participating in this Giveaway, Entrant grants to Sponsor the non-exclusive, irrevocable worldwide right to use, publish and copy the Entry in any media, in whole or in part, without geographical limitation or compensation to Entrant, including, by way of example and not by limitation, display on Sponsor's website, Sponsor's social media accounts.

4. CONTENT REQUIREMENTS. Entries must not: (a) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) contain defamatory statements; (c) include threats to any person, place, business, or group; (d) be misleading, obscene, indecent, tortious, hateful or offensive; (e) depict any risky behavior; (f) contain any third party trademarks or logos; (g) have been entered in any other contest or have been published or distributed in any other media; (h) communicate messages inconsistent with the positive image or goodwill which Sponsor wishes to associate; and/or (i) violate any applicable law. An Entrant's compliance with the requirements set forth above shall be determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to refuse any Entry for any reason.

5. ENTRANT'S WARRANTIES AND REPRESENTATIONS. By submitting an Entry, Entrant warrants and represents that: (a) to the extent the Entry depicts any individual, Entrant has obtained written permission from such individual to grant the rights to Sponsor described in the "Sponsor's Rights to Entries" section below, and can make written copies of such permissions available to Sponsor upon request; and (b) the Entry complies with all requirements of these Official Rules.

6. SPONSOR'S RIGHTS TO ENTRIES. By participating, Entrant: (a) grants Sponsor, its designees, agents, licensees, and assigns a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, distribute, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use Entrant's Entries as-is or as-edited (with or without using Entrant's name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from Entrant or any other party; (b) forever waives any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Sponsor's use of Entrant's Entries, or require any further permission for Sponsor to use the Entries; and (c) agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the Entries, or any derivative works, infringes any of Entrant's rights as creator of the Entries, including, without limitation, copyrights, trademark rights, and moral rights.

7. HOW TO WIN. Total of twenty (20) winning Entries will be chosen at random from all eligible Entries under the Facebook and Instagram post during the Giveaway Period. Decisions made by Sponsor are final in all matters relating to this Giveaway. The selected winner will be required to respond (as directed) within three (3) days after the Notification and the announcement. The Sponsor shall have no liability for a winner's failure to receive

the Notification for any reason, including but not limited to the winner's security settings or the winner's provision of incorrect or otherwise nonfunctioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within three (3) days from the time the Notification was sent, or fails to timely return a completed and executed declaration and releases as required, the prize will be forfeited.

8. PRIZE/APPROXIMATE RETAIL VALUE (ARV)/APPROXIMATE ODDS OF WINNING. Winner(s) will receive a Twenty Dollars (\$20.00) Meet Fresh gift card or credit, which can be utilized only at the participating Meet Fresh locations in the United States. The prize is not exchangeable or redeemable for cash or credit, except as, and where required by law. The prize will not be replaced if lost or stolen. All prizes are awarded "as is" with no warranty or guarantee, either expressed or implied, by Sponsor. Approximate retail value (ARV) of each prize is \$20.00. The odds of being selected depend on the number of qualified Entries received.

9. PRIZE AWARD. Taxes are the sole responsibility of the winner. No prize substitution allowed. Prize is not redeemable for cash and no change will be given. Prize cannot be combined with any other offers. Unclaimed prizes will not be awarded.

10. GENERAL CONDITIONS. In the event that the operation, security, or administration of this Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, suspend this Giveaway to address the impairment and then resume this Giveaway in a manner that best conforms to the spirit of these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of this Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor in any form shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any Entry, the authorized account holder of the Instagram account used to post the Entry will be deemed to be the participant. This Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited or restricted by applicable law. Should any portion of this Giveaway be, in the Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes, which, in the Sponsor's sole opinion, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right to suspend, modify or terminate this Giveaway (or any portion thereof).

11. RELEASE AND LIMITATIONS OF LIABILITY. By participating in this Giveaway, Entrant agrees to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "**Released Parties**") from and against any claim or cause of action arising out of participation in this Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in this Giveaway; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of this Giveaway or the processing of Entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in this Giveaway or receipt or use of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in this Giveaway, and

in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. PRIVACY AND PUBLICITY. Any information Entrant submits as part of this Giveaway will be used for purposes of this Giveaway and treated in accordance with Sponsor's privacy policy. Except where prohibited, participation in this Giveaway constitutes Entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

13. DISPUTES. Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, rights and obligations of Entrant, or the rights and obligations of Sponsor in connection with this Giveaway, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By participating, Entrant consents to personal jurisdiction in Los Angeles County, California for the resolution of any and all disputes. Should a dispute arise regarding this Giveaway, Entrant and Sponsor shall engage in good faith, informal dispute resolution for a minimum period of thirty (30) days to resolve the dispute. Should the Entrant and Sponsor fail to resolve their dispute informally, the parties shall engage in mediation with JAMS, at their joint and equal expense. Should the mediation fail to resolve the dispute, Entrant and Sponsor shall thereafter engage in binding arbitration with JAMS. To ensure minimal cost, the arbitration shall be in front of a single arbitrator and shall be conducted in accordance with JAMS' Optional Expedited Arbitration Procedures. The binding arbitration shall be at Sponsor and Entrant's joint and equal expense.

14. THIRD PARTY PLATFORMS. By participating in this Giveaway, Entrant hereby releases and agrees to hold harmless any third-party platforms ("Third Party Platforms") including without limitation social media platforms (e.g. Facebook and Instagram), from any and all liability, loss or damages arising from or in connection with this Giveaway or the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities. Unless otherwise stated to the contrary in these Official Rules, this Giveaway is not sponsored, endorsed or administered by, or associated with, any Third-Party Platform.

15. OFFICIAL RULES. Copies of these Official Rules are available by visiting: <https://www.meetfresh.us/meet-fresh-2020-brand-anniversary-gift-card-giveaway-official-rules>

16. DISCLOSURE OF WINNERS. For a disclosure of the winner of this Giveaway, mail the request, along with a self-addressed stamped envelope, within ninety (90) days of the end of the Giveaway Period to: Easy Way Formula, LLC, Attention: 2020 Meet Fresh Brand Anniversary Gift Card Giveaway, 227 North Sunset Avenue, City of Industry, California 91744.