OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia.

- 1. How to Enter. To enter the *Daily Instant Win Sweepstakes* ("Sweepstakes"), go to the Sweepstakes web site, located at <u>www.mifromatastecontest.com</u> ("Site"), and register for the Sweepstakes by providing the following entry information in order to receive an Instant Win entry for that Sweepstakes Day (each an "Instant Win Entry"):
- Your first and last name
- E-mail address
- Date of birth
- Phone number
- Home address (including city, state and zipcode)

Once you provide your entry information and agree to accept these Official Rules and Sponsor's privacy policy, you will be immediately notified whether you have won that Sweepstakes Day's Instant Win prize. Once you have registered for the Sweepstakes, you can receive Instant Win Entries for other Sweepstakes Days by only providing your email address. There will be one (1) Instant Win Winner for each Sweepstakes Day. Neither a purchase nor your agreement to receive marketing emails from Sponsor are required to enter this Sweepstakes. Please note that you are not a winner until your eligibility has been verified and you have fully complied with these Official Rules. Delivery of prizes requires a street address (no P.O. Boxes).

Limit one (1) Instant Win Entry per person, per Sweepstakes Day. No mechanically reproduced entries, alterations, facsimiles or forged entries. All entries become the sole and exclusive property of the Sponsor and receipt of Instant Win Entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, stolen, or invalid entries, which will be disqualified, or for problems of any kind whether computer, mechanical, human or electronic.

2. Sweepstakes Period. Sweepstakes Period begins at 03:00:00 am Eastern Time ("ET") on December 15, 2020 and ends at 11:59:59 am ET on May 15, 2021 ("Sweepstakes

Period"). Each Sweepstakes Day will begin at 12:00:00 am ET and end at 11:59:59 pm ET.

3. Eligibility. Participation open only to legal residents of the 50 United States and District of Columbia, who are at least 18 years of age or older as of date of entry. Void where prohibited, taxed or restricted by law. Employees, officers and directors of Mifroma SA ("Sponsor"), Easypromos, S.L., and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members same household (whether related or not) of the of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply.

4. Odds. Daily prize winners will be determined at random. Odds of winning a daily Instant Win Prize depend on time of day you enter and the number of entries received on that Sweepstakes Day. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

5. Prizes. The following Instant-Win Prizes will be awarded throughout the Sweepstakes Period:

- Forty (40) Swiss knives (Approximate Retail Value ("ARV") of each: \$44.00).
- Forty (40) cheese boards (ARV of each: \$27.49).
- Forty (40) partyclettes (ARV of each: \$18.32).
- Thirty-two (32) fondue kits (ARV of each: \$43.99).

Total ARV of all prizes combined: \$5,000.00. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Limit one (1) prize per person throughout the Sweepstakes Period.

All Instant-Win Entries are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeit, altered, defective, illegible, reproduced, tampered with, mutilated or irregular in any way or (c) contain printing, typographical, mechanical, computer, seeding or other errors. Sponsor's liability for Instant-Win Entries containing printing or other errors is limited to replacement of such Instant-Win Entry with another eligible Instant-Win Entry, while supplies last. If due to a computer programming, printing, production or other error, more prizes are claimed than intended to be awarded according to this Paragraph 5 (each a "Claim"), such prizes will be awarded in a random drawing from among all Claims received for such prize. In no event will Sponsor be liable for more than the stated number of prizes in this Paragraph 5. If in the event an Instant Win prize is not claimed, it will be awarded the following Sweepstakes Day.

6. Notification. Potential winners will be notified immediately onscreen that they have won. Following verification of Instant Win Entries, potential winners will be notified by email with a description of their Instant Win Prize. Potential winner are responsible for ensuring that Sponsor has their correct address for mailing the prize. All prize claims are subject to verification by Sponsor. If any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and may be awarded to a runner-up (time-permitting). Upon prize forfeiture, no compensation will be given. Upon prize forfeiture, no compensation will be given. Prizes will be mailed to winners within approximately 30 days of winner notification.

7. Conditions. All federal, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes and/or acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winner agree to release and hold harmless Sponsor, Easypromos S.L., and their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather, epidemics, pandemics, or acts of terrorism. Entrants who do not comply with these Official Rules or attempt to interfere with this Sweepstakes in any way shall be disqualified.

8. Additional Terms. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics, pandemics, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winner(s) from all eligible Instant Win Entries received prior to

and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF THE SITE AND/OR ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York County in the State of New York. The parties agree not to raise the defense of forum non conveniens.

11. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy at http://www.mifromatastecontest.com. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

12. Winners List. To obtain the list of winners, send a self-addressed, stamped envelope by June, 30th 2021 to: Mifroma Daily Instant Win Sweepstakes Winners' List - Mifroma SA, Route du Plattiez 11, 1670 Ursy, Switzerland.

13. Sponsor. Mifroma SA, Route du Plattiez 11, 1670 Ursy, Switzerland.