

# THE @ENRILEMOINE INFLUENCER GIVEAWAY

## Official Rules

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

**Giveaway 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 Giveaway is governed exclusively by the laws of the United States. You are not authorized to participate in the Giveaway if you are not located within the 50 United States or the District of Columbia.**

**1. How to Enter.** During the Giveaway Period (defined below):

- Access the Instagram application on your mobile device;
- Go to Influencer's page on Instagram, located @enrilemoine, which will include Influencer's Giveaway post featuring Influencer's original recipe or a cheeseboard, which includes the special ingredient of Mifroma Swiss cheese ("Influencer's Giveaway Post"); and
- Tag/mention three (3) friends in a comment to Influencer's Giveaway Post (each a "Comment").

You must have an Instagram account to enter this Giveaway and you must make sure the "Photos Are Private" option in the account settings on your Instagram account are set to "OFF".

If you enter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, Comments and posts shall be collectively referred to herein as the "Submissions" or each as a "Submission." Submissions must comply with the Guidelines and Restrictions defined below.

By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties; and (c) any friends tagged/mentioned in the Submission have given entrant appropriate consent to be tagged/mentioned for purposes of this Giveaway in accordance with these Official Rules. Sponsor reserves the right to request releases from any third parties referenced in any Submissions at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

Providing a Submission constitutes entrant's consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to

incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

**Limit one (1) Submission per person throughout the Giveaway Period.** Entrants are not permitted to submit a Submission more than once during the Giveaway Period. Duplicate Submissions by the same person will be subject to disqualification. All terms and conditions of Instagram.com apply. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Giveaway, 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 Giveaway.

**2. Giveaway Entry Start/End Dates.** Giveaway begins at 10:00 AM Eastern Time ("ET") on May 3<sup>rd</sup>, 2021 and ends at 10:00 AM ET on May 6<sup>th</sup>, 2021 ("Giveaway Period").

**3. Eligibility.** Participation open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older. Entrants who have won a prize in another Influencer Giveaway sponsored by Mifroma SA within the last 6 months will not be eligible to win the prize. Void outside of the 50 United States, the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Mifroma SA ("Sponsor"), @enrilemoine ("Influencer") and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Giveaway if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

**4. Submission Guidelines and Content Restrictions:** By entering the Giveaway, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant or Submission from the

Giveaway if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

### **Guidelines and Restrictions**

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Giveaway.

Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Giveaway, including, but not limited to, interpretation and application of these Official Rules. By entering the Giveaway, 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 Giveaway.

**5. Random Drawing/Odds.** One (1) Grand Prize winner will be selected in a random drawing from all eligible entries received on or about May 06<sup>th</sup>, 2021. Odds of winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by Sponsor through the random.org platform. By entering the Giveaway, 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 Giveaway.

### **6. One (1) Grand Prize.**

One (1) Grand Prize winner ("winner") will receive one (1) Swiss multi-tool knife and one (1) raclette kit. Approximate retail value ("ARV") of Grand Prize: \$84,70.

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 winner.

**7. Notification.** Potential winner will be notified by Influencer approximately 24 hours after selection and will be required to respond to Influencer within 24 hours of notification, including with a valid email address and telephone number so potential winner can be contacted by Sponsor. Potential winner will be notified by a direct message from Influencer and/or by Influencer posting a comment to the potential winner's Submission on Instagram. Potential winner may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) calendar days of receipt. Additionally, potential winner may be required to obtain releases from any and all third parties appearing in their respective Submissions. If potential winner is considered a minor in his/her jurisdiction of residence, Affidavit of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian.

If any potential winner cannot be contacted within 24 hours of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or fails to respond to Influencer or Sponsor within the time period designated or in the event of noncompliance with these Giveaway rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting). Upon prize forfeiture, no compensation will be given. Prize will be delivered within approximately 30 days after winner confirmation.

**8. Conditions.** BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, INFLUENCER, INSTAGRAM AND THEIR ADVERTISING AND PROMOTIONS 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 GIVEAWAY, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY GIVEAWAY-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Giveaway and acceptance of prize constitutes each winner's permission for Sponsor and Influencer 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 Giveaway or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Giveaway in any way shall be disqualified. Sponsor is not responsible if Giveaway cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, epidemics, pandemics, weather or acts of terrorism.

**9. 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 Giveaway, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Giveaway or downloading any materials in this Giveaway. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Giveaway 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 Giveaway. In such case, Sponsor may select the winner from all eligible 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 Giveaway or web site. Sponsor may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway 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 GIVEAWAY 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.*

**10. 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 ANY SITES ASSOCIATED WITH THE GIVEAWAY, AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE GIVEAWAY. WITHOUT LIMITING THE FOREGOING, THIS GIVEAWAY 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.

**11. 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 Giveaway. Any controversy or claim arising out of or relating to these Official Rules and/or the Giveaway 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 Giveaway, 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.

**12. 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 Giveaway, 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.

**13. Winners List.** To obtain the name winners, send a self-addressed, stamped envelope by June 30, 2021 to: #Influencer Giveaway Winner's List Request - Mifroma SA, Route du Plattiez 11, 1670 Ursy, Switzerland.

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

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.**

# THE @SHELBYSORREL INFLUENCER GIVEAWAY

## Official Rules

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**2. How to Enter.** During the Giveaway Period (defined below):

- Access the Instagram application on your mobile device;
- Go to Influencer's page on Instagram, located @shelbysorrel, which will include Influencer's Giveaway post featuring Influencer's original recipe or a cheeseboard, which includes the special ingredient of Mifroma Swiss cheese ("Influencer's Giveaway Post"); and
- Tag/mention three (3) friends in a comment to Influencer's Giveaway Post (each a "Comment").

You must have an Instagram account to enter this Giveaway and you must make sure the "Photos Are Private" option in the account settings on your Instagram account are set to "OFF".

If you enter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, Comments and posts shall be collectively referred to herein as the "Submissions" or each as a "Submission." Submissions must comply with the Guidelines and Restrictions defined below.

By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties; and (c) any friends tagged/mentioned in the Submission have given entrant appropriate consent to be tagged/mentioned for purposes of this Giveaway in accordance with these Official Rules. Sponsor reserves the right to request releases from any third parties referenced in any Submissions at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

Providing a Submission constitutes entrant's consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to

incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

**Limit one (1) Submission per person throughout the Giveaway Period.** Entrants are not permitted to submit a Submission more than once during the Giveaway Period. Duplicate Submissions by the same person will be subject to disqualification. All terms and conditions of Instagram.com apply. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Giveaway, 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 Giveaway.

**2. Giveaway Entry Start/End Dates.** Giveaway begins at 10:00 AM Eastern Time ("ET") on May 4<sup>th</sup>, 2021 and ends at 10:00 AM ET on May 7<sup>th</sup>, 2021 ("Giveaway Period").

**3. Eligibility.** Participation open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older. Entrants who have won a prize in another Influencer Giveaway sponsored by Mifroma SA within the last 6 months will not be eligible to win the prize. Void outside of the 50 United States, the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Mifroma SA ("Sponsor"), @shelbysorrel ("Influencer") and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Giveaway if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

**4. Submission Guidelines and Content Restrictions:** By entering the Giveaway, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant or Submission from the



Giveaway if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

### **Guidelines and Restrictions**

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Giveaway.

Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Giveaway, including, but not limited to, interpretation and application of these Official Rules. By entering the Giveaway, 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 Giveaway.

**5. Random Drawing/Odds.** One (1) Grand Prize winner will be selected in a random drawing from all eligible entries received on or about May 07<sup>th</sup>, 2021. Odds of winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by Sponsor through the random.org platform. By entering the Giveaway, 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 Giveaway.

### **6. One (1) Grand Prize.**

One (1) Grand Prize winner ("winner") will receive one (1) Swiss multi-tool knife and one (1) raclette kit. Approximate retail value ("ARV") of Grand Prize: \$84,70.

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 winner.

**7. Notification.** Potential winner will be notified by Influencer approximately 24 hours after selection and will be required to respond to Influencer within 24 hours of notification, including with a valid email address and telephone number so potential winner can be contacted by Sponsor. Potential winner will be notified by a direct message from Influencer and/or by Influencer posting a comment to the potential winner's Submission on Instagram. Potential winner may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) calendar days of receipt. Additionally, potential winner may be required to obtain releases from any and all third parties appearing in their respective Submissions. If potential winner is considered a minor in his/her jurisdiction of residence, Affidavit of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian.

If any potential winner cannot be contacted within 24 hours of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or fails to respond to Influencer or Sponsor within the time period designated or in the event of noncompliance with these Giveaway rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting). Upon prize forfeiture, no compensation will be given. Prize will be delivered within approximately 30 days after winner confirmation.

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**9. 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 Giveaway, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Giveaway or downloading any materials in this Giveaway. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Giveaway 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 Giveaway. In such case, Sponsor may select the winner from all eligible 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 Giveaway or web site. Sponsor may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway 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 GIVEAWAY 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.*

**10. 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 ANY SITES ASSOCIATED WITH THE GIVEAWAY, AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE GIVEAWAY. WITHOUT LIMITING THE FOREGOING, THIS GIVEAWAY 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.

**11. 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 Giveaway. Any controversy or claim arising out of or relating to these Official Rules and/or the Giveaway 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 Giveaway, 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.

**12. 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 Giveaway, 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.

**13. Winners List.** To obtain the name winners, send a self-addressed, stamped envelope by June 30, 2021 to: #Influencer Giveaway Winner's List Request - Mifroma SA, Route du Plattiez 11, 1670 Ursy, Switzerland.

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

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