

## Foxtrot Up & Comers Awards

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. OPEN ONLY TO (A) LEGAL RESIDENTS OF ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AND WHO ARE OF THE LEGAL AGE OF MAJORITY AT THE TIME OF ENTRY, AND (B) ENTITIES THAT ARE LEGALLY ORGANIZED IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA. U.S. LAW GOVERNS THIS CONTEST. VOID WHERE PROHIBITED.**

**1. ELIGIBILITY:** The Foxtrot Up & Comers Awards contest (the “Contest”), sponsored by Foxtrot Co. (“Sponsor”), is open only to (a) legal residents of one of the 50 United States or the District of Columbia and are 18 years of age or older and of the legal age of majority in the jurisdiction in which the person resides (each, an “Individual Entrant”), and (b) entities that are legally organized in one of the 50 United States or the District of Columbia (each a “Company Entrant” and, together with Individual Entrants, collectively “Entrants” and each, an “Entrant”). Entries may be submitted by Individual Entrants or by Company Entrants. Each Entrant must, if selected as a winner, be able to ship or deliver the Entrant’s product to Sponsor stores in Chicago, Dallas and/or the District of Columbia at Entrant’s expense. Each Company Entrant must designate a single person who will serve as the Company Entrant’s sole representative for communications and all other purposes in connection with the Contest (the “Company Representative”). Each Company Representative must (a) satisfy all eligibility requirements for Individual Entrants, and (b) have the ability to bind the applicable Company Entrant to all agreements, consents, representations and warranties made in these Official Rules or otherwise made by the Company Representative in connection with the Contest. Persons who at any time during the Entry Period (or, if a winner, as of the date of prize fulfillment) are an employee of Sponsor or any of Sponsor’s parent companies, subsidiaries, affiliates or advertising or promotion agencies or any other entity involved in the marketing or promotion of the Contest, or a member of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. U.S. law governs this Contest. Void where prohibited by law.

**2. HOW TO ENTER:** The Contest begins at 9:00 a.m. Central Time (CT) on March 8, 2022 and continues through 11:59 p.m. CT on April 4, 2022 (the “Entry Period”). To enter the Contest, during the Entry Period an eligible Individual Entrant or Company Representative must visit the website located at foxtrotco.com/upandcomers (the “Website”) and follow the on-screen entry instructions. Each Individual Entrant and/or Company Representative will be required to fill out an online entry form (which may require the Individual Entrant or Company Representative, as applicable, to (a) identify one of the Entrant’s products that is available for sale, including identifying the product type and brand name, and (b) submit their email address, phone number, mailing address and such other information as Sponsor may require). An entry form that is filled out and submitted in accordance with the foregoing sentence is referred to in these Official Rules as a “Submission”. Each Submission must be original and must not contain any

material (a) that is unlawful, defamatory, threatening, indecent, violent, obscene or offensive, or (b) that disparages any person, company, brand or organization, or (c) that violates or infringes upon any copyright, trademark right or other right of any person or entity, or (d) whose use by Sponsor in connection with the administration of the Contest or the exercise of any of the rights granted to Sponsor would require permission from or payment to anyone. The Entrant's Submission and any other information provided by the Entrant in connection with the Contest must be accurate, complete and not misleading. **There is a limit of one entry per Entrant.** All entries must be completed and received by Sponsor prior to the conclusion of the Entry Period. Proof of submission does not constitute proof of entry. Entry times will be determined using Sponsor's computer, which will be the official clock for the Contest. All entries are subject to verification at any time. Normal time rates and data charges, if any, charged by the Entrant's Internet or mobile service provider will apply. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.

**3. FINALIST SELECTION:** Following the conclusion of the Entry Period, 25 potential finalists will be selected by Sponsor personnel from all eligible Entrants based on the following criteria, weighted equally: product quality; product packaging; and brand story. In the event of a tie, the tie will be broken based on the tied Entrants' scores in the sampling criterion. The odds of being selected as a finalist depend on the number and quality of entries received. The potential finalists are subject to verification.

**4. FINALIST NOTIFICATION:** The potential finalists will be notified on or about May 3, 2022 by email. Each potential finalist is subject to verification of eligibility. Potential finalists must respond to Sponsor's initial notification attempt within 72 hours of the notification attempt and must complete and return to Sponsor any required information and/or verification documents within 72 hours of request. Potential finalists may also be required to provide product samples. If any potential finalist fails to respond to any notification attempt within the time period indicated above or if any attempted notification is returned as undeliverable, or if any potential finalist fails to complete and return any required information and/or verification documents within the time period indicated above, or if any potential finalist does not meet the eligibility requirements set forth in Section 1 or does not otherwise comply with these Official Rules and/or cannot accept the prize as awarded for any reason, then the potential finalist may be disqualified and an alternate finalist may, at Sponsor's discretion, be selected from among the remaining eligible Entrants as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected entrant).

**5. WINNER SELECTION:** Grand Prize and Category Prizes: Following the selection and notification of the finalists, (i) three potential category winners (for the Classic Product Reimagined, Ingredient Innovation and Just Damn Good category prizes) will be selected by judges designated by Sponsor (the "Judges") from among all finalists, and (ii) one potential Grand Prize winner and one potential category winner (for the Cherry Bombe's Women In Food Award category prize) will be selected by the Judges from among all finalists who identify as female (or, if a Company Entrant, whose founder (if such person is still employed by or

associated with the company), Chief Executive Officer or similar senior executive, as determined by Sponsor, identifies as female). The Judges will score each finalist's entry based on the following criteria, weighted equally: taste, branding, packaging, ingredients and overall marketing. In the event of a tie, the tie will be broken based on the tied finalists' sampling criterion. Fan Favorites: Following selection of the Grand Prize winner and category prize winners, Sponsor will post all remaining finalists to the Website, and will invite members of the public to vote on the remaining finalists, applying the judging criteria specified on the Website. The one finalist who receives the most votes will be selected as the potential fan favorite winner.

**6. WINNER NOTIFICATION AND VERIFICATION:** The odds of winning a prize depend on the quality of finalist entries. The potential winners are subject to verification. All potential winners will be notified on or about May 16, 2022 via e-mail and must respond to the initial notification attempt within 72 hours. Sponsor will have the right to require that each potential finalist complete and return to Sponsor an Affidavit of Eligibility/Release of Liability or an Affirmation of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential finalist's eligibility and confirmation of the releases, ownership terms and grant of rights set forth in these Official Rules ("Finalist Verification Documents"). Verification of each potential finalist's eligibility may also include, without limitation, a background investigation. Each entrant consents to the conduct of a background investigation (which may include a review of criminal records) on the entrant and agrees to supply any authorizations or permissions deemed necessary by Sponsor in connection with any such investigation. Each entrant represents that he or she will provide accurate and truthful information to Sponsor in connection with eligibility verification. If Sponsor conducts a background investigation on a potential finalist and/or potential winner and determines in its sole discretion that awarding a prize to the potential winner, publicizing any facts or details about the potential finalist and/or potential winner or an association of the potential finalist and/or potential winner with Sponsor or the Contest might reflect negatively on Sponsor and/or its products or services or the Contest, Sponsor will have the right in its discretion to disqualify the potential finalist and/or potential winner and select an alternate finalist or winner, as applicable.

**7. PRIZES:** One Grand Prize, five category prizes (Classic Product Reimagined, Ingredient Innovation, Just Damn Good, and Cherry Bombe's Women In Food Award), and one fan favorite prize will be offered. Grand Prize: The Grand Prize consists of (a) \$25,000, (b) the opportunity for the product identified in the winner's entry to be made available for sale in Sponsor's physical and online retail locations for no less than one calendar quarter, (c) a one-hour mentorship opportunity with three mentors designated by Sponsor, (d) an opportunity to participate as a judge on the 2023 version of Sponsor's Up & Comers Awards contest (the "Future Contest"), if any, and (e) marketing support provided by Sponsor worth \$45,000. The approximate retail value ("ARV") of the Grand Prize is \$75,000. If there is no Future Contest, or for any other reason in Sponsor's discretion, Sponsor shall have the right to not award the Future Contest judging component of the Grand Prize and to substitute an alternate prize component of equal or greater value selected by Sponsor in its discretion. Category Prizes: Each of the category prizes consists of (a) \$5,000, (b) the opportunity for the product identified

in the winner's entry to be made available for sale in Sponsor's physical and online retail locations for no less than one calendar quarter, and (c) marketing support provided by Sponsor worth \$20,000. The ARV of each of the category prizes is \$25,000. Fan Favorite Prizes: The fan favorite prize consists of (a) \$5,000, (b) the opportunity for the product identified in the winner's entry to be made available for sale in Sponsor's physical and online retail locations for no less than one calendar quarter, and (c) marketing support provided by Sponsor worth \$20,000. The ARV of the fan favorite prize is \$25,000. General Prize Terms and Conditions: The aggregate ARV of all prizes is over \$200,000. Each cash prize component will be awarded in the form of a check or another method determined by Sponsor. All prize details that are not expressly specified in these Official Rules will be determined by Sponsor in its discretion. Without limitation of the foregoing, Sponsor will determine in its discretion, and makes no guarantees with respect to, the manner in which any winner's product will be made available for sale by Sponsor (including in which physical retail stores the products will be sold) or the specific activities or benefits constituting the marketing support. There is no guarantee that the Grand Prize winner's pitch to Imaginary will result in any investment or other business opportunity. No substitution, cash redemption or transfer of the right to receive a prize is permitted, except in the discretion of Sponsor, which has the right to substitute any prize or any component thereof with a prize or prize component of equal or greater value selected by Sponsor in its discretion. Each prize consists only of the item expressly specified in these Official Rules. Sale of any winner's products by Sponsor will be subject to all of Sponsor's standard terms and conditions with respect to distributors, manufacturers and/or wholesalers as applicable. All expenses or costs associated with the acceptance or use of each prize are the responsibility of the winner. Each prize is awarded "as is" and without any warranty, except as required by law. All federal, state and local taxes on the value of each prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law. All prizes will be awarded if properly claimed.

**8. GRANT OF RIGHTS:** By participating in and/or entering the Contest, each Entrant (in the case of a Company Entrant, each Company Representative on behalf of such Company Entrant), irrevocably grants to Sponsor and its parent companies, subsidiaries, affiliates and advertising and promotion agencies, and the successors and assigns and licensees of each of the foregoing (collectively, the "Licensees") the right to use the Entrant's name, trademarks or service marks, social media handles, likeness, voice, biographical information and/or statements attributed to the Entrant ("Personality Rights"), in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitation via Sponsor's and third-party websites and social media and digital channels, for commercial purposes and any other purposes (including without limitation advertising and promotion), without further notice or compensation, unless prohibited by law. In addition, by submitting a Submission, each entrant irrevocably grants to the Licensees a non-exclusive license to publish, display, reproduce, modify, edit, create derivative works based on and otherwise use the Submission, in whole or part, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitation via Sponsor's and third-party websites and social media and digital channels, for commercial purposes and any other purposes

(including without limitation advertising and promotion), without further notice or compensation, unless prohibited by law.

**9. RELEASE AND LIMITATION OF LIABILITY:** By entering the Contest, to the fullest extent permitted by applicable law, each Entrant, on behalf of itself and, if applicable, its parent companies, subsidiaries and affiliates, the successors and assigns of each of the foregoing, and the directors, officers, employees and agents of each of the foregoing (collectively the "Entrant Parties"), releases Sponsor, each of Sponsor's Affiliates, the licensees and licensors other than Entrant Parties, all other companies involved in the development or operation of the Contest, the successors and assigns of each of the foregoing and the directors, officers, employees and agents of each of the foregoing (collectively, the "Released Parties") from and against any and all claims and causes of action of any kind that the entrant and/or Entrant Parties ever had, now have or might in the future have arising out of or relating to the Contest, participation in the Contest, the use of the Website, the provision, acceptance or use of any prize or any component thereof, or any exercise by the Licensees of any of the rights granted in Section 8 above, including without limitation any and all claims and causes of action: (a) relating to any personal injury, death or property damage or loss sustained by any person, (b) based upon any allegation of violation of the right of privacy or publicity, misappropriation, defamation, or violation of any other personal or proprietary right, (c) based upon any allegation of infringement of copyright, trademark, trade dress, patent, trade secrets, moral rights or any intellectual property right, or (d) based upon any allegation of a violation of the laws, rules or regulations relating to personal information and data security. Each Entrant on behalf of itself and the Entrant Parties agrees not to assert any such claim or cause of action against any of the Released Parties. Each Entrant on behalf of itself and the Entrant Parties assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Contest, the use of the Website or the provision, acceptance or use of any prize or any component of any prize. The Released Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of any prize. The Released Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete entries or email, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of the Website, communications or attempted communications with any entrant or Entrant Parties, the submission, collection, storage and/or processing of entries or the administration of the Contest. The term "Affiliate" of Sponsor means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Sponsor. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of an entity, or the ownership, directly or indirectly, of more than fifty percent (50%) of the equity interests of the entity.

**10. GENERAL RULES:** Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Contest at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct,

failure or refusal of any person or entity involved in the development or operation of the Contest (including without limitation any author) to comply with such party's obligations in connection with the Contest, failure or unavailability of the Website or other cause beyond the control of Sponsor corrupts the administration, integrity, security or proper operation of the Contest or if for any other reason Sponsor is not able to conduct the Contest as planned (including without limitation in the event the Contest is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order). In the event of termination of the Contest, a notice will be posted on the Website and the Judges will select the winners in accordance with Section 5 from among all eligible entries received prior to the time of termination. Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Contest any Entrant or individual who, in Sponsor's discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Website or the Contest by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other Entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" means the person who is assigned an email address by an internet provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An Entrant may be required to provide proof (in a form acceptable to Sponsor, including, without limitation, government-issued photo identification) that he or she is the authorized account holder of the email address associated with the entry in question. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Contest, Entrants on behalf of themselves, and to the extent permitted by law on behalf of the Entrant Parties agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

**11. DISPUTES:** By entering the Contest, each Entrant and, with respect to each Company Entrant, each Company Representative, agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or the provision, acceptance and/or use of any prize or prize component will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not

allow restricting access to class actions. This provision will not apply to entrants who live in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and each Entrant and, with respect to each Company Entrant, each Company Representative hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and (d) each Entrant's sole and exclusive remedy with respect to any and all disputes, claims, and causes of action arising out of or connected with the Contest will be for the recovery of monetary damages only, and in no event will the entrant have the right to enjoin or otherwise interfere with the exercise by the Licensees of any of the rights granted in these Official Rules or terminate or rescind any of the rights granted in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the respective rights and obligations of the entrants and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. In the event of any conflict between these Official Rules and any Contest information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

**12. USE OF INFORMATION:** By participating in the Contest, each Entrant and, with respect to each Company Entrant, each Company Representative agrees that information submitted in connection with the Contest will be subject to Sponsor's Privacy Policy available at <https://foxtrotco.com/privacy-policy> (the "Privacy Notice") and may be used as permitted pursuant to the Privacy Policy, and may also be used as determined by Sponsor in connection with the administration of the Contest (including winner notification and provision of winners' names when requested).

**13. WINNERS' NAMES AND RULES REQUESTS:** For the names of the winners, available after May 16, 2022, or a copy of these Official Rules, send a self-addressed, stamped envelope to: Foxtrot Co., 440 N Wells St., Suite 220, Chicago, IL 60654.

**14. SPONSOR:** Foxtrot Co., Chicago, IL.