

**THE ENJOY LIFE FOODS /SPOKIN
“CHOCOLATE LOVERS HOLIDAY
BAKING BUNDLE GIVEAWAY!” SWEEPSTAKES OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Promotion is no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. Facebook and Instagram are not affiliated with the Sponsor in any way.

1. OVERVIEW/SWEEPSTAKES PERIOD: The Enjoy Life Foods /Spokin “**CHOCOLATE LOVERS HOLIDAY BAKING BUNDLE GIVEAWAY**” Sweepstakes (the “Promotion”), sponsored by Enjoy Life Natural Brands LLC and Spokin, Inc. (each, a “Sponsor” and collectively, “Sponsors”), begins on November 12, 2021 at 9:00:00 a.m. Central Time (“CT”) and ends on November 17, 2021 at 11:59 p.m. CT (the “Promotion Period”).

The Promotion is subject to all applicable federal, state and local laws and regulations. By participating, you agree to abide by, and be bound by, these Official Rules and the decisions of the Sponsors, which shall be final and binding in all matters relating to the Promotion.

2. ELIGIBILITY: The Promotion is open only to persons who are legal residents of the fifty (50) United States and District of Columbia and at least 18 years of age at the time of entry (at least 19 years of age if a resident of AL or NE). Void elsewhere and where prohibited by law. Employees, officers, directors and representatives of Sponsors, their respective affiliates, subsidiaries, promotion and advertising agencies, anyone involved with the design, execution or fulfillment of the Promotion, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Promotion. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification.

3. HOW TO ENTER: You must have a personal Facebook or Instagram account (each, a “Social Account”) in order to participate. If you do not have a Social Account, you may register for a free account at www.Facebook.com or www.Instagram.com, respectively. When using a Social Account, you must comply with their respective terms, conditions and policies. Your accounts must be publicly-viewable and personal to you; you may not use a shared or corporate account.

To enter: (a) locate either Sponsor’s post related to this Sweepstakes on Instagram; (b) follow @enjoylifefoods and @spokininc; (c) “Like” and save the post on @enjoylifefoods and @spokininc(d) leave a comment on the post describing the item you cannot wait to bake for the upcoming holiday season and (e) click link in @enjoylifefoods or @spokin Instagram bio to enter your email address. When you complete the above steps as instructed, you will receive one (1) entry into the random prize drawing described in Rule 5, below. You may receive one (1)

Bonus entry for sharing in Instagram stories, tagging @enjoylifefoods and/or @spokin and including “#Sweepstakes”. (**Please note:** Your comment must comply with the Content Restrictions outlined in Rule 4, below, or you will be disqualified.)

If you choose to participate using a mobile device, standard message and data rates apply in accordance with your personal mobile service plan. Check details of your plan prior to using a mobile device to participate. A mobile device is not required to participate.

Limit one (1) entry and one (1) Bonus entry per person for the entire Promotion Period.

4. CONTENT RESTRICTIONS: Your comment must be your original work only; you may not have any assistance in creating your comment. Your comment must not, in the opinion of Sponsors: (a) promote or contain references to alcoholic beverages, drugs, firearms/weapons (or the use of any of the foregoing); (b) promote any particular political agenda or message; (c) endorse any hate group; (d) contain material that references any third-party brands, trademarks, trade dress or logos; (e) contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (f) violate or infringe another’s intellectual property or other rights; (g) be obscene, hateful, tortious, defamatory, or libelous; (h) advocate any form of violence; (i) contain materials embodying the names, or other indicia identifying any person, living or dead, without permission; or (j) contain material that is unlawful in any way. Sponsors reserve the right to disqualify any comment (and the applicable entrant) that it finds unlawful, in violation of these Official Rules, or offensive in any way and therefore not suitable for inclusion in this Contest.

By entering, you warrant and represent that: (a) your comment has not received previous awards; (b) your comment does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (c) publication of the comment via various media, including but not limited to posting on social media, will not infringe on the rights of any third party. By posting a comment, you agree to indemnify and hold the Sponsors harmless from and against any claims to the contrary.

5. WINNER SELECTION AND NOTIFICATION: On or about November 18, 2021, Enjoy Life Foods will select one (1) potential winner of the Grand Prize described in Rule 6, below, and two (2) potential winners of the First Prizes described in Rule 6, below, in a random drawing from among all eligible entries received during the Promotion Period via Facebook and Instagram combined. Each potential winner will be notified via Direct Message on the Social Account s/he used to submit the winning entry within approximately five (5) days following the drawing, and may, at the discretion of the Sponsors, be required to complete, sign and return an Affidavit of Eligibility and Liability/Publicity Release (where permissible) within a stated period of time from the date such notification was sent. Sponsor shall have no liability for any potential winner’s failure to receive notifications for any reason. If a winner cannot be contacted, is deemed ineligible by Sponsors, or fails to timely return a completed and executed Affidavit/Release (if applicable), his/her prize may be forfeited, and an alternate winner may be selected in a random drawing from among the remaining entries. The awarding of each prize is

subject to verification of each potential winner's eligibility and compliance with these Official Rules.

6. PRIZES/APPROXIMATE RETAIL VALUES ("ARV"):

Grand Prize. One (1) Grand Prize will be awarded, consisting of all of the following:

- A one (1) year supply of Enjoy Life Foods baking chocolate (awarded as six (6) bags White Baking Minis and six (6) bags Ricemilk Chocolate Morsels)
- Nonstick 3-Piece Cookie Pans
- Nonstick 3-piece Mini Loaf Pans
- Silicone Spatula Set
- Stainless Steel Measuring Cups and Spoons
- 10.5 in Whisk
- Mini Reusable Silicone Christmas Molds
- Stainless Steel Non-Slip Base Mixing Bowls with Lids
- Oven Mitts
- Parent/ Child Apron Pack
- Non-Stick Silicone Donut Pan
- 2 Stainless Steel Baking Cooling Racks
- Stainless Steel 4 TBSP Cookie Scoop
- Non-Stick Mini Muffin/Cupcake Pan

ARV of Grand Prize: \$315.00

First Prizes. Two (2) First Prizes will be awarded, each consisting of one (1) bag of Enjoy Life Foods White Baking Minis and one (1) bag of Ricemilk Chocolate Morsels. ARV of each First Prize: \$12.00.

The odds of winning a prize depend on the number of eligible entries received via Facebook and Instagram combined.

No substitutions or transfers of prizes permitted by winners except at the discretion of the Sponsor; prizes are not redeemable for cash. Sponsor may substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable.

The total ARV of the prizes in this Promotion: \$339.00.

No more than one (1) Grand Prize and two (2) First Prizes will be awarded. If, due to a production, technical, human or other error, the number of prize notifications issued exceeds the intended number of prizes at either prize level, the intended number of prizes will be awarded in a random drawing from among all valid recipients of such prize notifications.

If a winner is unable to accept a prize as described herein for any reason, that prize will be forfeited and awarded to an alternate winner in a random drawing from among the remaining eligible entries received.

The winners are responsible for all federal, state and/or local income taxes on their prizes. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules.

All prize details, including but not limited to color, style, etc., will be determined by Sponsors in their discretion. Any published images of prizes are for illustrative purposes only. Actual prizes may differ in appearance.

7. RIGHTS GRANTED BY YOU: In consideration of your participation in this Promotion , you hereby grant to the Sponsors and their respective licensees, a non-exclusive, irrevocable, fully paid, universal license to use in any manner they see fit, the comment you posted, to make derivative works from such comment, and to copy, sublicense, transmit, distribute, publicly or privately perform, publish, edit, alter, delete or display the comment, or any portion thereof, in any media now known or hereafter devised, including, but not limited to, the internet and all social media platforms, without limitation and without any further right of approval or compensation. You hereby agree that the results and proceeds of such use shall become the property of Sponsors and/or their respective licensees, and shall be freely assignable by Sponsors. Sponsors shall have no obligation to you, including to make use any of the above-mentioned rights, information, or materials, but may do so and may use/edit such information or materials as permitted herein, in their discretion, without further obligation or compensation. If requested, you must sign any documentation that may be required for Sponsors and their respective licensees to make use of the non-exclusive rights you are granting in and to your comment.

By entering, you acknowledge and agree that you will not receive compensation for your comment.

You further agree to release and hold the Sponsors and their respective licensees harmless from and against any and all claims or liability arising from or in connection with any permissible use of your comment.

8. PUBLICITY CONSENT: Participation in the Promotion and/or acceptance of a prize constitutes each participant's/winner's permission for Sponsors to use his/her name address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by the winner regarding the Promotion or the Sponsors for advertising and promotional purposes worldwide, in any media (including but not limited to social media), without limitation and without additional notice or compensation, except where prohibited by law.

9. GENERAL CONDITIONS: Sponsors are not responsible for: (a) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received/posted for any reason; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures, or human error that may occur in the transmission, receipt or processing of entries, or for deletion, theft or destruction of, unauthorized access to, or alteration of, entries; (c) any failed or unavailable hardware, network, software or social media platform; (d) causes beyond Sponsors' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (e) any entries submitted in a manner that is not expressly

allowed under these Official Rules (all such entries will be disqualified); (f) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (g) any typographical or other error in any printing or advertising relating to the Promotion, in the administration or execution of the Promotion, or in the announcement of the prize winners; or (h) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified.

If for any reason the Promotion cannot be executed as planned, including but not limited to any printing, administrative, human or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or errors, failures of either social media platform, or any other causes beyond the control of Sponsors that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Sponsors reserve the right, in their discretion, to cancel, terminate, modify or suspend the Promotion. If the Promotion is terminated prior to the stated end date of the Promotion Period, the prizes will be awarded in a random drawing from among all eligible, non-suspect entries received in accordance with these Official Rules prior to the time/date of termination.

Sponsors reserve the right, in their discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Promotion generally, or who acts in violation of these Official Rules. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute regarding the identity of an individual who submitted an entry, the entry will be deemed submitted by the authorized account holder of the Social Account through which the entry was submitted, provided s/he meets the eligibility requirements for the Promotion.

By accepting a prize, each winner acknowledges that the Sponsors have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any component thereof.

10. LIMITATION OF LIABILITY: By entering, each entrant agrees to release and hold harmless the Sponsors, Facebook, Instagram, their respective parent companies, subsidiaries, affiliates and agents, including without limitation, their respective advertising and promotion agencies, and the officers, directors and employees of each of the foregoing, from and against any and all liability for any losses, damages or causes of action (however named or described), including but not limited to claims for illness, injury, death, personal injury and/or death, privacy rights, defamation, portrayal in a false light or any intellectual property-related issues arising

from or in connection with: (a) entrant's participation in the Promotion; or (b) the receipt, possession and/or use or misuse of any prize (if applicable).

11. ENTRANTS' PRIVACY: Any personally identifiable information collected in connection with an entrant's participation in this Promotion will be used by Sponsors, their respective affiliates, agents and marketers only for purposes of the proper administration and fulfillment of the Promotion, as described in these Official Rules, and in any manner consistent with Sponsors' Privacy Policies, available at [\[INSERT URL FOR ENJOY LIFE'S POLICY\]](#) and [\[\[INSERT URL FOR SPOKIN'S POLICY\]](#).

12. DISPUTES/VENUE/GOVERNING LAW: By participating, entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Cook County, Illinois; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Promotion, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsors in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by Sponsors or Sponsors' representatives, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

13. SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

14. WINNERS LIST: For a list of the winners' names (available after all winners are confirmed), mail a self-addressed, stamped envelope to Barb Pritikin, Enjoy Life Foods, 905 W. Fulton Market, Chicago, IL 60607. All requests must be received by December 18, 2021.

15. SPONSORS: Enjoy Life Natural Brands LLC, 905 W. Fulton Market, Chicago, IL 60607, and Spokin, Inc., P.O. Box 220116, Chicago, IL 60622.

Any questions, comments or complaints regarding this Promotion must be directed to the Sponsors only, and NOT to Facebook or Instagram.

All trademarks used herein are the property of their respective owners.