SHOW US HOW YOU ATOSA GIVEAWAY OFFICIAL RULES

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

GIVEAWAY DESCRIPTION. The Show Us How You Atosa Giveaway (the "Giveaway") begins on or about 12:01 a.m. Central Standard Time ("CST") on September 1, 2022 and ends at 11:59 P.M. CST on February 28, 2023 (the "Promotion Period"). By participating in the Giveaway, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Atosa USA, Inc. ("Sponsor"), which shall be final and binding in all respects. By submitting an entry, each entrant acknowledges that the Giveaway is in no way sponsored, endorsed, administered by, or associated with Facebook®, Instagram®, Twitter®, and/or You Tube®, and/or any other social media platform and agrees to a complete release of Facebook®, Instagram®, Twitter®, You Tube®, and/or any other social media platform used to promote or enter into this Giveaway. Further, entrant agrees to abide by any and all, if any, requirements imposed by any social media platform used to promote or enter into the Giveaway.

<u>ELIGIBILITY</u>. The Giveaway is open only to persons who are (i) 18 years of age or older (or age of majority in their state) as of the date of entry, (ii) legal residents of, and physically located within, the 50 United States or the District of Columbia (the "**Territory**"), and (iii) not owners, directors, managers, officers or employees of Sponsor and its respective parent, subsidiaries and affiliated companies and the advertising, promotional or fulfillment agencies, webmasters or suppliers or any company who is a promotional participant, or performing services at the request of Sponsor, nor members of their respective immediate families (spouses, domestic partners, parents, siblings and children) or persons living in the same households (collectively, the "**Promotion Entities**").

<u>VOID WHERE PROHIBITED BY LAW</u>. The Giveaway is void where prohibited or restricted by law.

ENTRY PROCESS.

To enter online, visit the website, <u>www.showushowyouatosa.com</u> (the "**Website**") during the Promotion Period. Each entrant should snap a photograph showing the entrant using any Atosa product (the "**Photograph**"). Each entrant should follow the links and instructions for entry and complete the official entry form with the requested information, including the Photograph, and then, click "Submit Entry" to submit an entry form for the Giveaway.

To enter at an Atosa dealer's location, the entrant should go to the Atosa dealer closest to the entrant and complete the entry form, including the Photograph, and give to the dealer to submit to Sponsor.

Once Sponsor receives an entry, it will email the entrant a certificate for a free Atosa swag bag the entrant can pick up at the entrant's local Atosa dealer. The swag bag will include a draw string

backpack containing a Refresh Mayon vacuum water bottle 18 oz., a Locus multifunctional 6-in-1 tool stylus twist pen, an Atosa hat, a cell phone power bank and a computer camera cover.

All entries must be received by Sponsor by the end of the Promotion Period. The Website's database clock will be the official timekeeper for the Giveaway. Limit one entry per person, regardless of method of entry.

All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. In the event of a dispute as to the identity of an online entrant, the entry will be deemed submitted by the "authorized account holder" of the email address used to enter the Giveaway at the time of entry. "Authorized account holder" is the natural person to whom the applicable e-mail address has been assigned by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the address submitted. A potential winner may be required to provide Sponsor with proof that he or she is the authorized account holder of the e-mail address associated with a winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

Internet entries must be made by the entrant only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial giveaway, sweepstakes or contest subscription notification and/or entering service sites, will be declared invalid and disqualified for this Giveaway. The use of any device to automate the entry process is prohibited and no mechanically reproduced entries will be accepted. Online entries made with multiple e-mail addresses, under multiple identities or through the use of any other device or artifice to enter multiple times will be deemed invalid.

The Promotion Entities are not responsible and shall have no liability for (i) entries from persons residing or located outside the Territory; or (ii) inaccurate, forged, incomplete, stolen, lost, illegible, damaged, mutilated, tampered with, postage-due, misdirected, delayed or late entries, whether caused by Internet users or by any equipment or programming associated with the Giveaway or by any technical or human error which may occur in the delivery or processing of entries in the Giveaway.

Entries will not be acknowledged or returned and become the property of Sponsor. Sponsor shall have the right to use, assign, edit, modify or dispose of any entry and its content, including the Photograph, however it sees fit without approval of the entrant.

<u>DISQUALIFICATION OF ENTRANT</u>. Should Sponsor, determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award a Prize to such entrant. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of the Website; (ii) attempting to damage the Website or undermining the legitimate operation of the Website; (iii) acting in violation of these Official Rules or any federal or state, law, rule or regulation; or (iv) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Should such an attempt be made, Sponsor reserves the

right, in addition to the right to disqualify such person, to seek damages and other remedies from any such person to the fullest extent permitted by law.

RANDOM DRAWING. During the Promotion Period, there will be a total of six (6) random drawings (a "**Drawing**"), one each month. Five (5) winners will be chosen in each Drawing. The first Drawing for the prizes will be held on October 1, 2022, the second Drawing will be held on November 1, 2022, the third Drawing will be held on December 1, 2022, the fourth Drawing will be held on January 1, 2023, the fifth Drawing will be held on February 1, 2023, and the sixth Drawing will be held on March 1, 2023. Limit one (1) prize per household during the Promotion Period. The Drawings will be held at Sponsor's business headquarters from all eligible submitted entries received during the Promotion Period. The odds of winning depend upon the number of eligible entries received. Potential prize winners will be required to sign an Affidavit of Eligibility and a Liability Release and (where legal) Publicity Release (the "**Prize Claim Documents**").

PRIZES. A total of five (5) prizes will be awarded for each Drawing. The prizes (the "Prizes") will consist of one of the following selected by a winner: (i) Single Kegerator Cooler (MKC23GR) with an approximate retail value ("ARV") of \$1,523.00, (ii) Under Counter Refrigerator (MGF8401GR) with an ARV of \$1,501.00, (iii) Counter Top Convection Oven (CTCO-100) with an ARV of \$2,058.00; and (iv) Counter Top Griddle (ATMG-24) with an ARV of \$907.00. Total ARV for all Prizes awarded for each Drawing can range from \$4,535 to \$10,290 and \$27,410 to \$61,740 for all Prizes awarded during the Promotion Period, depending on the Prizes selected. In addition, each winner will select a local food bank of the winner's choice and Sponsor will donate a 1 or 2 section glass door refrigerator (MCF8705GR or MCF8707GR) or 1 or 2 section glass door freezer (MCF8701GR or MCF8703ES) to the selected food bank. All expenses incurred in connection with the entry or award or use of a Prize not specified in these Official Rules, including, but not limited to, taxes and other incidentals, are the sole responsibility of the winner. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a Prize with another prize of equal or greater value if the Prize is not available for any reason.

NOTIFICATION OF WINNER. Sponsor will attempt to notify potential winners within 48 hours of the selection date through the contact information on the entry form. Sponsor is not responsible and shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason or any inability of the winner to accept or use any Prize for any reason. Disqualification and the selection of an alternate winner will result from any of the following: (i) failure of a potential winner to execute and return the Prize Claim Documents within seven days from the date of notification; (ii) the return of any notification of a Prize as undeliverable; (iii) the potential winner's failure to claim the Prize within seven days after notice of delivery; or (iv) any other non-compliance with these Official Rules. Any portion of a Prize not accepted by a winner will be forfeited.

<u>ANNOUNCEMENTS</u>. Sponsor and the Promotional Entities reserve the right to make public announcements, announcing the winners on Sponsor's website or in any manner (including, without limitation, social media (e.g., Facebook®, Instagram®, Twitter®, You Tube®)), which it deems appropriate.

<u>TAXES</u>. All income, sales, use, withholding and other taxes (and the reporting thereof) imposed as a result of the award of a Prize and any other fees or costs associated with acceptance and use

of Prize are solely the winner's responsibility. It is the winner's responsibility to understand and abide by any federal, state, local or foreign tax laws that may apply to receipt of a Prize. Winners may be required to complete certain Internal Revenue Service tax information reporting forms before or upon receipt of a Prize.

<u>CONDITIONS</u>. Each entrant, by entering this Giveaway, agrees that: (i) he or she will abide by and be bound by these Official Rules, which are final and binding in all respects; (ii) the Promotion Entities have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any Prize and specifically disclaim all such warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose; and (iii) the Prizes are awarded only with the Atosa standard product warranty for the Prize selected.

<u>USE OF INFORMATION</u>. By accepting a Prize, each winner consents to and gives Sponsor and its affiliates and any other party authorized by Sponsor, the unrestricted, absolute, perpetual, worldwide right and license, but not the obligation, (i) to use a winner's name, address, photograph, likeness, voice, biographical and personal background information and statements, entry and related content, including the Photograph, and any notes, photograph, film or video or audio tape that may be taken of the winner or of such materials (the foregoing, collectively, the "Likeness"), without further compensation, consideration, review, approval or notice to the winner or to any third party and (ii) to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Likeness or any part thereof, whether alone or in combination with other materials (including, but not limited to, text, data, images, photographs, illustrations and graphics and video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including, but not limited to, any format of any computer-based, internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any of Sponsor's (or its designee's) advertising, publicity, trade, sweepstake, giveaway or contests activities or materials (the "Promotional Materials") for an unlimited number of times, except where prohibited by law. Each entrant waives any right to inspect or approve any Promotional Materials including or accompanying the Likeness. Each entrant further releases Sponsor from any liability or obligation that may arise as a result of the use of the Likeness, including, without limitation, claims for invasion of privacy, infringement of his or her right of publicity, and defamation (including libel and slander). Each entrant understands that the entire compensation for use of the Likeness is receipt of the Prize from Sponsor, and each entrant waives any right to residual income, royalties and any other income payment or any other benefit, which might otherwise accrue from the use of the Likeness.

RIGHT TO CANCEL. Sponsor reserves the right to cancel or modify the Giveaway (i) in the event the Giveaway is challenged by any legal or regulatory authority, (ii) if fraud, technical failure or any other factor beyond Sponsor's reasonable control impairs the security, fairness, integrity or proper conduct of the Giveaway, as determined by Sponsor in its sole discretion, or (iii) if the Giveaway is not capable of completion as planned for any reason, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort or any other causes beyond Sponsor's control, which in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Giveaway. In the event of such cancellation, termination, modification or suspension, a notice thereof will be posted at the Website, and the winners will be determined solely by Sponsor in a random Drawing among

all eligible, non-suspect or non-disqualified entries received prior to the termination or cancellation. In such event, the Promotion Entities shall have no liability to any entrant who is disqualified due to such action.

LIMITATIONS. The Promotion Entities expressly disclaim any liability from the use of registration information by Sponsor or third parties. The Promotion Entities are not responsible for (i) interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, web sites, cellular towers or equipment, computer systems or equipment or other connections, availability or accessibility problems; (ii) failed, jumbled, delayed or misdirected computer, telephone or cable transmissions; (iii) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in the offering or announcement of any prize or in any prize notification documents; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information; (v) viruses or bugs; or (vi) problems or malfunctions of any computer system, equipment or software, the failure of e-mail on account of technical problems, or traffic congestion on the Internet or at any website or combination thereof, including, injury or damage to an entrant's or to any other person's computer system or cellular phone related to or resulting from accessing the Website, downloading any materials or information necessary to participate in the Giveaway or participating in the Giveaway or accepting a Prize.

<u>AMENDMENT</u>. Sponsor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Giveaway or as required by law.

<u>PRIVACY</u>. Entry information may be shared with Sponsor's Promotional Entities. By participating in the Giveaway, each entrant agrees that the Company may collect and use an entrant's personal information submitted with the entry.

INDEMNITY/RELEASE. Each entrant indemnifies and holds harmless the Sponsor and the Promotion Entities and their owners, directors, officers, managers, employees and agents from any and all liability for any damage, liability or loss of any kind or nature to persons, including death or property, resulting in whole or in part, or arising from, directly or indirectly, or in connection with the Giveaway or the award, acceptance, use, misuse, failure or inability to use, possession or loss of any Prizes or any Prize-related activity. Each entrant releases Sponsor, the Promotion Entities and their owners, directors, managers, officers, employees and agents from any and all liability, known or unknown, fixed or contingent, for any loss, harm, damages, costs or expenses of any nature, including, without limitation, personal property and personal injury damages arising out of participation in the Giveaway, Prize acceptance, use, misuse, failure or inability to use, loss or possession of any Prize, participation in any Prize-related activity and for all claims based on rights of publicity, personality, privacy or loss of enjoyment, moral rights, defamation or Prize delivery. Under no circumstances will an entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will any entrant be entitled to receive attorneys' fees or court costs. All causes of action arising out of or connected with this Giveaway or the awarded Prizes shall be resolved individually, without resort to any form of class action. Failure to enforce any terms of these Official Rules shall not constitute a waiver of any provision.

FORCE MAJEURE. Neither Sponsor nor the Promotional Entities are responsible or liable to any entrant or winner or any person claiming through such entrant or winner for the inability to enter or participate in the Giveaway, or for failure to supply or the inability to accept or use the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sponsor's or Promotion Entities' control.

<u>SEVERABILITY</u>. If any provisions of these Official Rules are determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

GOVERNING LAW/JURISDICTION. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE GIVEAWAY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. VENUE FOR ANY ACTION SHALL BE BROUGHT IN THE FEDERAL AND STATE COURTS LOCATED IN LOS ANGELES COUNTY, CALIFORNIA.

<u>WINNER'S LIST</u>. Any legally-required winners list may be obtained after October 1, 2022 and no later than April 1, 2023 by sending a self-addressed, stamped envelope to: Show Us How You Atosa Giveaway, c/o Atosa USA, Inc., 201 North Berry Street, Brea, California 92821. For a copy of the Official Rules, (i) print the web page or (ii) send a self-addressed, stamped envelope to: Show Us How You Atosa Giveaway, c/o Atosa USA, Inc., 201 North Berry Street, Brea, California 92821. Vermont residents may omit return postage on Official Rules requests. Requests received after the close of the Promotion Period will not be honored.

SPONSOR. Atosa USA, Inc., 201 North Berry Street, Brea, California 92821.

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