

## **BLIZZARD – DIABLO – DEMON SHAKE - FOOJI PROMOTION**

### **OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**TO BE ELIGIBLE TO PARTICIPATE AND WIN A DEMON MEAT PRIZE (AS THAT TERM IS DEFINED BELOW) YOU MUST LIVE IN AN AREA SERVICED BY DOORDASH “FULFILLMENT PARTNER”) IN MANHATTAN, NY; LOS ANGELES, CA; OR CHICAGO, IL (EACH A “PARTICIPATING CITY,” COLLECTIVELY THE “PARTICIPATING CITIES”), WHICH SPECIFIC PARTICIPATING CITY ELIGIBLE LOCATIONS CAN BE FOUND AT <https://meat-shake.prod.fooji.com/#delivery-zones> .**

**TO BE ELIGIBLE TO PARTICIPATE AND WIN A GIFT CODE PRIZE (AS THAT TERM IS DEFINED BELOW), YOU MUST LIVE IN THE UNITED STATES OF AMERICA.**

**BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER PROMOTION ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**1) Promotion Entry Period:** The Blizzard – Diablo – Demon Shake - Fooji Promotion (the “Promotion”) begins at approximately 2pm Eastern Time (“ET”) on May 19, 2023, and ends at 8pm ET on May 19, 2023, or when all available Prizes are issued by Sponsor, whichever comes first (the “Promotion Entry Period”). At approximately 12pm ET on May 19, 2023, the beginning of the Promotion Entry Period, Sponsor will tweet a call to action from the @Diablo Twitter handle (the “CTA Tweet”). As soon as the CTA Tweet is issued, eligible entrants may participate in the Promotion as provided herein.

**2) Eligibility:** To be eligible to receive a Prize, entrants must, at the time of entry, meet all of the following requirements: (i) be legal residents of the fifty (50) United States or the District of Columbia (the “Territory”). To be eligible to win a Demon Meat Prize, you must reside in a Participating City, which Participating Cities are identified in the link above; (ii) be 18 years of age or older and the age of majority in the entrant’s jurisdiction as of the date and time of participation; and (iii) be registered users of Twitter (each, a “Participant(s)”). If you are not already a registered user of Twitter, it is free to join. Employees, officers, directors and agents of Blizzard Entertainment, Inc., Fooji, Inc. (“Fooji,” “Sponsor” or “Administrator”), Fulfillment Partner, any other company involved in the presentation, administration or fulfillment of the Promotion, and their respective subsidiaries, affiliated companies, and divisions (collectively, the “Promotion Entities”) and each of their immediate family members (defined as any spouse,

partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Promotion. Void outside the United States and where prohibited or restricted by law.

**3) Sponsor:** The Sponsor and Administrator of the Promotion is Fooji, Inc. located at 257 E. Short St. Suite 200, Lexington, KY 40507.

**4) How To Participate in the Promotion:** After the CTA Tweet is made, during the Promotion Entry Period, to participate, send a tweet on the Twitter platform to @Diablo with the CTA hashtags specified in the CTA Tweet: #DemonMeatShake and #DiabloPromo (“Required Hashtags”) (each, a “Participation Tweet”). If the Promotion is still ongoing when your Participation Tweet is received by @Diablo, you will receive a link tweeted back to you that directs you to the online registration form. You must fully complete the registration form by providing your name, physical address, email address, and phone number and submit to Fooji a completed registration form for its receipt. A maximum of one (1) Prize may be awarded per person, per Twitter account and per delivery address in connection with the Promotion. Sponsor may, in its sole discretion, accept or reject any purported Participation Tweet that does not include both the required emoji(s) as set forth in the CTA Tweet and the Required Hashtags. Purported Participation Tweets that are incorrect or incomplete, received outside the Promotion Entry Period (including after all Prize(s) have been redeemed), or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported Participation Tweet. Due to the way Twitter operates its service, Fooji may not be able to view or record purported Participation Tweets, receive, or send communications, or otherwise detect participation from or interact with potential Participants who have Twitter account settings that make their updates, comments, posts or communications private, protected, or otherwise limited, in which case any such purported Participant will be disqualified and ineligible to receive a Prize. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each Participation Tweet and registration form entry (if applicable) must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Participation Tweets or registration forms (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

This Promotion is in no way sponsored, endorsed, or administered by or associated with Twitter, Inc.

**NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES:** When you participate in the Promotion via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information

on rate plans and charges relating to your participation in this Promotion. Check your mobile device's capabilities for specific instructions.

**5) Prizes:** Each of the six (6) participating markets (the Participating Cities and the United States individually and collectively the "Participating Market(s)") will have their own specific list and quantity of prizes available to be awarded (as further outlined in the chart below) (each a "Prize"). All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of each winner. No more than the stated number of Prizes may be awarded. Gift Codes are subject to their terms. Prizes are non-transferable and may not be substituted or redeemed for cash by winners. Sponsor reserves the right to substitute any Prize for one of comparable or greater value. Prize type(s) and components will be selected by Sponsor or its representatives in its/their sole discretion. All non-stated features of the Prize are in Sponsor's sole discretion and subject to availability, including without limitation color, design, and sizing. Actual retail value of the Prizes may vary, including variations based on the Participants' location. **Total ARV of all Prizes available in this Promotion: \$10,848.**

Prize	ARV	Number of Prizes Available in Manhattan, NY	Number of Prizes Available in Los Angeles, CA	Number of Prizes Available in Chicago, IL
<b>Demon Meat Prize</b> (Containing: one (1) "Demon Meat Shake" (100% vegan drink); one (1) sticker, and one (1) red nitrile, latex-free glove)	<b>\$12</b>	<b>397</b>	<b>381</b>	<b>126</b>
<b>total</b>		<b>\$4,764</b>	<b>\$4,572</b>	<b>\$1,512</b>

**6) Winner Selection:** Odds of winning a Prize in this Promotion depend on the number of Participants in the applicable Participating Market, the number of Prizes available in Participating Market, and your timing of participation in relation to other Participants in the applicable Participating Market. Fooji will be the official time keeping device for the Promotion and all decisions by the Sponsor regarding the timing of entries and the order in which they are received will be final and binding. Subject to compliance with these Official Rules:

- a) The first 397 eligible and verified Participants in Manhattan, NY who tweet a qualifying Participation Tweet and who complete the registration process which is received by Sponsor during the Promotion Entry Period will qualify to receive a Demon Meat Prize.
- b) The first 381 eligible and verified Participants in Los Angeles, CA who tweet a qualifying Participation Tweet and who complete the registration process which is

received by Sponsor during the Promotion Entry Period will qualify to receive a Demon Meat Prize.

- c) The first 126 eligible and verified Participants in Chicago, IL who tweet a qualifying Participation Tweet and who complete the registration process which is received by Sponsor during the Promotion Entry Period will qualify to receive a Demon Meat Prize.

If you are chosen as a potential winner, you will receive a winning notification in real time on the microsite as well as a message from the Sponsor via Twitter and via email indicating that you are a potential Prize winner. Participants selected as winners are limited to one (1) Prize per person, per Twitter account, and per delivery address during the Promotion Entry Period. The number of available Prizes may but are not obligated to be periodically communicated throughout the Promotion via tweets from Sponsor's @Diablo handle. Prizes will be facilitated through Fooji's emoji-based ordering system on Twitter. Local merchants that participate in the Fulfillment Partner network may provide fulfillment and delivery of the Prize(s). Prize availability may vary and is not guaranteed in all areas. Except as determined by Sponsor in its sole discretion, no substitution of any Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prize(s) may not be redeemed for cash value. AS SET FORTH ABOVE, YOU MUST RESIDE IN A LOCATION SERVICED BY A FULFILLMENT PARTNER IN THE TERRITORY IN ORDER TO BE ELIGIBLE TO WIN A PRIZE, AND YOU MUST RESIDE IN A PARTICIPATING CITY IN ORDER TO WIN A DEMON MEAT PRIZE. Prizes will be awarded and delivered only to addresses within the Territory. Verified Prize winner(s) will be solely responsible for all applicable federal, state and local taxes on Prize(s) and may receive an IRS Form 1099 for the retail value of the Prize and must provide Sponsor with a valid social security number if requested for tax reporting purposes. All expenses associated with the receipt and use of a Prize not specifically mentioned herein are solely the responsibility of the winners. Sponsor is not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor's control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the Prize will not be delivered and no additional compensation will be provided. Potential winners are subject to verification and may be required to sign and return to Sponsor for its receipt within three (3) business days an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification message. If any required documents are not timely received by Sponsor, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be may be forfeited. Any request related to lost, mutilated, missing, unclaimed, or stolen Prizes must be received within 14 days of notification of winning, or such requests will be ignored.

**7) General Rules / Limitations of Liability:** By participating in the Promotion, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Participation in the Promotion constitutes permission for the Sponsor and its designees to use the Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review, including a Participant list to be used by Fooji and its partners to re-target participants via email or the Fooji app, unless prohibited by law. By clicking "Enter Now," Participants authorize Fooji or their Fulfillment Partners to send text messages or phone calls

notifying Participants of delivery details for their order. Participants agree that Fooji or the Fulfillment Partner may send the notice to the telephone number the Participant provides during the registration process, and Participants understand notifications will be sent using automatic dialing technology. Participants understand that they are not required to agree to receive such messages as a condition of participation. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor and the other Promotion Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or the Twitter platform or any combination thereof, or; (e) any injury or damage to Participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. The Sponsor and other Promotion Entities are not responsible for the failure of any order to be received for any reason or for any delay in the processing or failure to process any order or entries. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Promotion; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, Twitter accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, 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. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Twitter platform that are not acceptable to Sponsor, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then the Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Promotion in whole or in part. In the event Sponsor experiences a technical failure during admission of the Promotion that causes the Promotion to be suspended, Sponsor shall select a winner(s) by random drawings in each applicable Participating Market from all valid entries received up to the point of the technical failure. **TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE PROMOTION, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND OTHER PROMOTION ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE PROMOTION; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY**

**PRIZE- RELATED OR PROMOTION-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA TWEETS OR OTHER ANNOUNCEMENTS RELATING TO THE PROMOTION. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR AND THE OTHER PROMOTION ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).**

BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Promotion Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the prize or any part thereof in the event that any of the Promotion activities or Promotion Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Promotion Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE PROMOTION ENTITIES. SECTION 1542 READS AS FOLLOWS:

*“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE.* A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

**8) Food Allergy Notice:** By entering the Promotion, each Participant acknowledges and agrees that any food-related Prize(s) offered in the Promotion may contain milk, eggs, wheat, soybean, peanuts, and tree nuts. Participants agree that the Promotion Entities will have no liability whatsoever to, and will be released and held harmless by, the Participants for any and all food allergy-related complications that may result from exposure to food-related Prize(s) offered in this Promotion or otherwise ordered through Fooji.

**9) Privacy Policy:** By entering the Promotion, Participants agree that any personal information submitted by Participants may be used and shared by Sponsor subject to Fooji’s privacy policy posted at <https://www.fooji.com/privacy/>

**10) Governing Law / Disputes/ Arbitration:** Except where prohibited by law, as a condition of participating in this Promotion, each Participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, including but not limited to Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than Participant’s actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and Participant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Promotion, 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 (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**11) Severability:** If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

**12) Winners List:** For a winners’ list, no later than 60 days after the close of the Promotion, send an email request with the name of the Promotion to [hello@fooji.com](mailto:hello@fooji.com) or mail your request together with a self-addressed stamped envelope to Blizzard – Diablo – Demon Shake Fooji Winner’s List to Sponsor at the address noted in Section 3 above.

**13) Questions?** If you have any questions, you may contact us at [help@fooji.com](mailto:help@fooji.com).