

CBS – MARCH 2024 PROMOTION

OFFICIAL RULES

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

TO BE ELIGIBLE TO PARTICIPATE AND WIN A “PRIZE” (AS THAT TERM IS DEFINED BELOW), YOU MUST LIVE IN THE UNITED STATES OF AMERICA WHICH ELIGIBLE PARTICIPATING CITY LOCATIONS CAN BE FOUND AT LINK TBD

YOUR ENTRY IN THIS PROMOTION MEANS THESE OFFICIAL RULES FORM A BINDING LEGAL CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR YOUR INDEMNIFICATION OF THE SPONSOR AND OTHER PARTIES, THE WAIVER OF THE RIGHTS TO PARTICIPATE IN A CLASS ACTION OR A JURY TRIAL, AND A REQUIREMENT THAT MOST DISPUTES WILL BE SETTLED BY MANDATORY BINDING ARBITRATION.

1) Promotion Entry Period: The CBS – March 2024 Promotion (the “Promotion”) entry period begins at approximately 4 PM ET on March 21st, 2024, and ends at 11:59 PM ET on April 1st, 2024 (the “Promotion Entry Period”). At approximately 4 pm ET on March 21st, 2024, the beginning of the Promotion Entry Period, Sponsor will post a call to action from the @GhostsCBS Instagram account (the “CTA Post”). As soon as the CTA Post 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 one of the fifty (50) United States or the District of Columbia (“Territory”). To be eligible to win a Pizza Prize, entrants must reside in one of the Participating Cities in a location 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 a registered user of Instagram (each, a “Participant(s)”). If you do not already have an Instagram account, it is free to join. Employees, officers, directors and agents of Fooji, Inc. (“Fooji,” “Sponsor” or “Administrator”), CBS Broadcasting, Inc. (“CBS”), Fulfillment Partner, any other company involved in the presentation, administration or fulfillment of the Promotion, and their respective parent companies 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 Territory 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: During the Promotion Period, to participate, navigate to the URL <http://webelieveinghosts.com/> (a "Participation Action"). If the Promotion is still ongoing when your Participation Action is received you will be re-directed to a website where 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 consisting of the items outlined in the chart in section 5 may be awarded per person, per [social media] account and per delivery address in connection with the Promotion. Purported Participation Actions that are incorrect or incomplete, received outside the Promotion 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 Action. Due to the way [social media platforms] operate their services, Fooji may not be able to view or record purported Participation Actions, receive or send communications, or otherwise detect participation from or interact with potential Participants who have [social media platforms] 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 Action 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 Actions 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 the Meta Platform (aka Instagram).

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: There are one hundred and fifty-one (151) prizes available in this promotion (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 the winners. Prizes are non-transferable and may not be substituted or redeemed for cash by winners. No more than the stated number of Prizes will be awarded. 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, including without limitation

size, color, and design. Actual retail value of the Prizes may vary, including variations based on the Participants' location. **Total ARV of all Prizes available in this Promotion: \$4,832**

Prize	ARV of Each Prize	Number of Prizes Available (via UPS) in The United States of America
One (1) Ghosts Sweater ("Prize")	\$30	151
Total		\$4,832

6) Winner Selection: Odds of winning a Prize in this Sweepstakes depend on the number of Participants. Fooji will be the official time keeping device for the Sweepstakes 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, entries will be accepted throughout the Sweepstakes Entry Period. Participants are limited to one entry during the Sweepstakes Entry period. At approximately 9 AM ET on April 2, 2024, one-hundred and fifty one (151) eligible and verified Participants who posted a qualifying Participation Post and completed and submitted the required online form during the Sweepstakes Entry Period will be selected in a random drawing as potential Prize winners. If you are chosen as a Potential Prize winner, you will receive a winning notification via email indicating that you are a potential prize winner.

If you are chosen as a winner you will receive a winning notification via a message from the Sponsor via email indicating that you are a prize winner. Participants selected as winners are limited to one (1) Prize per person, per delivery address during the Sweepstakes Period. The number of available Prizes may but are not obligated to be periodically communicated throughout the Sweepstakes via posts from Sponsor's @ghostscbs Instagram handle. 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 FULFILLMENT PARTNER IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES AND WIN A PRIZE. Prize(s) will be awarded and delivered only to addresses within the United States that are serviced by Fulfillment Partner. 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 forfeited. Any request related to lost, mutilated, missing, unclaimed or stolen prize(s) must be received within 14 days of notification of winning or 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 Instagram platform or any combination thereof; (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; or (f) any other claims related to participation in the Promotion, including without limitation any claims of intellectual property infringement, violation of any rights of privacy or publicity or any personal injury or property damage. 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, Instagram 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 Instagram or TikTok platforms 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 drawing 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, OTHER PROMOTION ENTITIES AND INSTAGRAM 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 POSTS 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) BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: Except where prohibited by law, as a condition of participating in this Promotion, each Participant agrees as follows:

Binding Arbitration Agreement. Except as otherwise stated below, any and all legal issue, claim or dispute arising out of or connected or related in any way to the Promotion, including but not limited to Prize awarded, shall be resolved through final, binding arbitration. Participant specifically agrees that, except as otherwise provided herein, entry into the Promotion waives all rights to bring a lawsuit based on such claim(s) or dispute(s) and the right to have such lawsuit resolved by a judge or a jury.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1 et seq.). Any arbitration will be commenced and administered by JAMS under the rules of JAMS, including JAMS Consumer Arbitration Minimum Standards <https://www.jamsadr.com/consumer-minimum-standards/>. If JAMS' criteria are met by the nature of the dispute, the Participant agrees that the arbitration shall be conducted under JAMS Streamlined Arbitration Rules & Procedures <https://www.jamsadr.com/rules-streamlined-arbitration/>. Judgment upon any arbitration award may be entered in any court of appropriate jurisdiction.

Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, if Participant is unable to pay JAMS' costs, Sponsor will pay all arbitration fees and expenses. If JAMS is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with these rules, then another arbitration administrator will do, to be selected by agreement of the parties.

Neither Participant nor Sponsor shall be permitted to obtain awards, and all parties hereby waive 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). The parties further waive all rights to have damages multiplied or increased.

The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon both you and us. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except that this sentence shall not apply to the Class Action Waiver provisions described below. The arbitrator will render a decision in writing. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. This Arbitration Agreement will survive the termination of your relationship with us.

Excluded Disputes. Notwithstanding the binding arbitration requirement set forth in this section, Participant may bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual, non-class, non-representative basis.

Class Action Waiver. To fullest extent permitted by applicable law, you and we agree to bring any claim or dispute, whether in arbitration, or court as permitted by these terms, ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION. There shall be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The arbitration will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity. Regardless of anything else in this Arbitration Agreement and/or the applicable JAMS rules, the interpretation, applicability, enforceability or formation of the Class

Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of your relationship with us.

One-Year Time Limit to Raise Disputes or Claims. You agree that any dispute, claim or lawsuit, regardless of form, that may arise out of or related to the Promotion, must be filed within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the dispute, claim(s) or lawsuit. After the expiration of the one-year period, such dispute, claim(s) or lawsuit will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.

Waiver of Jury Trial. BOTH PARTICIPANT AND SPONSOR HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, except as provided herein. We are instead mutually electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Location of Arbitration. Participant may choose to have the arbitration conducted by video conference technology such as zoom, or based on written submissions. Otherwise, the location of the arbitration proceeding shall take place in the city or state where Participant resides, unless each party to the arbitration agrees otherwise, or at another mutually agreed upon location.

11) Governing Law: These Official Rules and any disputes between us shall be governed by 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.

12) 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.

13) 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 or mail your request together with a self-addressed stamped envelope to CBS – March 2024 Promotion Winner's List to Sponsor at the address noted in Section 3 above.

14) Questions? If you have any questions, you may contact us at help@fooji.com.