

Buzzed Coffee National Coffee Day Giveaway Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

SPONSOR

The National Coffee Day Giveaway (“Sweepstakes”) is sponsored by Buzzed Coffee Company, dba Buzzed Coffee Truck, 132 S 800 W, SLC UT 84104 (“Sponsor”).

ELIGIBILITY

In order to be eligible to enter the Sweepstakes, entrants must be a legal U.S. resident and must be 18 years of age or older on the date of Entry. Employees, officers, directors, and agents of Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

AGREEMENT TO OFFICIAL RULES

By entering the Sweepstakes, the entrant (“you”) agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the Sponsor’s decisions as final and binding as it relates to the content of this Sweepstakes. Entrants should look solely to the Sponsor with any questions, comments or issues related to the Sweepstakes.

ENTRY PERIOD

The Sweepstakes begins on September 23, 2022 at 10:00 AM (MST), and ends on September 29, 2022 at 5:00 PM (MST) (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer, or its third party service provider’s computer, is the official timekeeping device for the Sweepstakes. Three (3) Sweepstakes winners will be

chosen through a random drawing (as discussed below) from all eligible Entries received during the Entry Period.

HOW TO ENTER

To enter the Sweepstakes, each entrant must complete each of the following, which shall constitute an "Entry": (1) follow @buzzedcoffeetruck & @dunford.bakery on Instagram using a public Instagram profile; (2) "Like" & "Save" the National Coffee Day Giveaway post by the @buzzedcoffeetruck Instagram account; and (3) tag a different Instagram user in a comment on the National Coffee Day Giveaway post by @buzzedcoffeetruck.

You may enter up to two (2) more times by tagging additional Instagram users in up to two (2) additional unique comments on the National Coffee Day Giveaway post (each tag of a unique Instagram user shall constitute a separate Entry). Limit three (3) Entries per person. For each Entry to be valid, entrant's Instagram profile must be a public account and it must fulfill all Sweepstakes requirements as specified. Entries that are incomplete or do not adhere to the Official Rules or specifications of the Sweepstakes may be disqualified at the sole discretion of the Sponsor. You must follow the steps requested to be eligible. You may not enter by using multiple identities or devices in an attempt to circumvent the Official Rules. If you use fraudulent methods or otherwise attempt to circumvent the Official Rules of the Sweepstakes, your Entry may be disqualified at the sole discretion of the Sponsor.

PRIZES

One (1) prize winner will be chosen through a random drawing (as discussed below). Each prize winner will receive one (1) 12oz Buzzed Blend - whole bean, (2) Free drinks redeemable at Buzzed Coffee Truck, and (1) one dozen donuts from Dunford Bakery

The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution shall be permitted except for at the Sponsor's discretion. The prize is nontransferable. No substitute, transfer, or cash equivalent for any prize or any of its elements is allowed. Sponsor, at its sole discretion, may substitute prizes of equal or greater value.

ODDS OF WINNING

The odds of winning depend on the number of eligible Entries received.

WINNER SELECTION AND NOTIFICATION

The winners will be selected in a random drawing under the supervision of the Sponsor, on or about September 30, 2022, from all eligible Entries received during the Entry Period. The results of all drawings, and the decisions of Sponsor, are final and binding in all respects. The winners will be notified via direct message on Instagram, and each winner must reply within three (3) days with their contact information to receive their prize by mail. The Sponsor shall have no liability for a winner's failure to receive notices due to spam, junk e-mail or other security settings or for a winner's provision of incorrect or otherwise non-functioning contact information. If the winner cannot be contacted, is ineligible, fails to claim the prize within three (3) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate winner selected. Receipt of the prize offered in this Sweepstakes by the winner is conditioned upon compliance with all federal, state, and local laws and regulations. Any violation of these Official Rules by the winner at the Sponsor's sole discretion will result in the winner's disqualification as winner, and all privileges as winner will be immediately terminated.

All taxes (including, but not limited to, income taxes), and any and all service charges or fees applicable to the prizes are the sole responsibility of the winners. The winners may be required to execute (and have notarized) an Affidavit/Declaration of Eligibility and Release ("Affidavit/Release") which must be returned to and received by Sponsor or its third party service provider within three (3) days from each winner's receipt of the Affidavit/Release. Winners may also be required to complete a Form 1099 before receiving his/her prizes. Winners may also be required to send Sponsor appropriate proof of age. Any failure to comply with the foregoing will result in disqualification and an alternate winner may be chosen. Return of the prize, the prize notification, or the Affidavit/Release as undeliverable will result in disqualification and an alternate winner will be selected. All entrants agree to comply with these Official Rules.

RIGHTS GUARANTEED BY THE ENTRANT

By entering this Sweepstakes, you understand and agree that the Sponsor and anyone acting on behalf of the Sponsor or its respective licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your

Entry, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this Sweepstakes, you represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights.

TERMS AND CONDITIONS

The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such cases, the Sponsor may select a winner(s) from eligible entries received before and/or after the action taken by the Sponsor if appropriate. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Official Rules. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

DISCLAIMERS

By submission of an Entry, or receipt of a prize, each entrant and winner agrees to release, indemnify, and hold harmless Sponsor and its partners, affiliates, employees, directors, officers, agents, or representatives (collectively, "Releasees") from any liability for any and all injuries, losses, or damages of any kind to person(s), including death, personal injury, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in this Sweepstakes or any Sweepstakes-related activities, and for any claim based on publicity rights, defamation, invasion of privacy, or intellectual property-related cause of action. Releasees shall not be liable for: (i) responses to winner

notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged, or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (ii) any electronic miscommunications or failures; technical hardware or software failures of any kind; lost or unavailable network connections; or failed incomplete, garbled, or delayed computer transmissions which may limit an entrant's ability to participate in the Sweepstakes; (iii) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions, or other failures; delayed computer transactions or network connections that are human, mechanical, or technical in nature; or (iv) any condition or warranty of fitness or merchantability or merchantable quality of a prize or the function or operation thereof. Sponsor reserves the right to modify or cancel the Sweepstakes in the event that it becomes technically corrupted. This Sweepstakes is void where prohibited, restricted or taxed by law. A public profile Instagram account is required to enter if entering on Instagram. If you don't already have an Instagram account, visit www.instagram.com to create one. It is free to create an account. This promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram. You understand that you are providing your information to the Sponsor and not to Instagram. By participating via the Instagram platform, participants are also subject to Instagram's data policy and terms of use.

DISPUTES

This Sweepstakes is governed by the laws of the State of Utah, without respect to conflict of law doctrines. By participating in this Sweepstakes, you agree that all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the State of Utah. Further, in any such dispute, under no circumstances shall you be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than actual out-of-pocket expenses (i.e. costs associated with entering the Sweepstakes). You further waive all rights to have damages multiplied or increased.

PRIVACY POLICY

Information submitted with an Entry is subject to the Privacy Policy stated on Sponsor's website.

WINNERS LIST

To request a copy of the winners list please contact the Sponsor. Requests must be sent within four (4) weeks of the end of the Entry Period.

ACCEPTANCE OF RULES

By participating in the Sweepstakes, you have affirmatively reviewed, accepted, and agreed to all of the Official Rules.