

CHIPS DONUT DELIVERY PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY TO PARTICIPATE IN THE PROMOTION. A PURCHASE DOES NOT INCREASE YOUR CHANCES. VOID WHERE PROHIBITED BY LAW.

TO BE ELIGIBLE TO PARTICIPATE AND WIN A PRIZE PAIRING OF GLAZED DONUTS: TWO (2) DONUT HOLES AND ONE (1) LONG JOHN (“PRODUCT”), YOU MUST LIVE IN AN AREA SERVICED BY DONUT KING (AZ), CRAVIN DONUTS (AZ), STANS DONUTS (LA), FANTASTIC DONUTS (LA), CHUCKS DONUTS (SF), PSYCHO DONUTS (SF), DOM BAKERY (MI) (“FULFILLMENT PARTNER”) AND MUST SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH IN SECTION 2 BELOW.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, LLC, (“INSTAGRAM”) OR TWITTER, INC. (“TWITTER”).

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 INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU, A CLASS-ACTION WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1) Promotion Timing: CHIPS Donut Delivery Promotion (the “Promotion”) begins at approximately 8:00 AM Eastern Time (“ET”) on Tuesday, March 21st, 2017 when participating schools (**UNIVERSITY OF MICHIGAN, UNIVERSITY OF ARIZONA, ARIZONA STATE UNIVERSITY, SAN JOSE STATE UNIVERSITY, STANFORD UNIVERSITY, UNIVERSITY OF CALIFORNIA-LOS ANGELES, UNIVERSITY OF SOUTHERN CALIFORNIA**) (“Participating Schools”) post socially, send out Tweets from their campus newspaper Twitter handle, run an ad with campus media as well as when campus influencers post instructions on how to participate (“CTA Tweet”) to their Instagram and Twitter pages. Promotion ends at 8:00 PM Pacific Time (“PT”) on Tuesday, March 21st, 2017 OR earlier when all prize Product(s) are redeemed, whichever occurs first (the “Promotion Period”).

2) Eligibility: The Promotion is open only to those who: (i) are legal residents of the United States of America and physically located in one of the following cities serviced by Fulfillment Partner: Tucson, Arizona, Ann Arbor, Michigan, San Jose, California, Phoenix, Arizona, San Francisco/Palo Alto, California, and Los Angeles, California (each a “Territory”); (ii) are eighteen (18) years of age or older as of the date of participation; and (iii) are registered users of Twitter and/or Instagram (each, a “Participant(s)"). Employees, officer and directors of Fooji, Inc. (“Sponsor” or “Administrator”), Warner Bros Entertainment, Inc., Fulfillment Partner and each of their respective parent companies, subsidiaries, affiliates, officers, directors, governors, owners, partners, distributors, retailers, advertising/promotion/service agencies, dealers, licensors, agents, suppliers, independent contractors, 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 Territory and where prohibited by law.

3) How To Participate in the Promotion: During the Promotion Period, you may learn about the Promotion via social media posts, newspaper ads or online banner ads from Participating Schools. In addition, campus influencers will send out multiple posts to their Instagram and Twitter pages informing fellow students of the Promotion. To participate, students will Tweet with the hashtag #CHIPHAPPENSPROMOTION (“Required Hashtag”) plus the cop and donut emoji. Students can also click on the link chips.fooji.com via Instagram which will direct them to the microsite page to enter via twitter during the Promotion Period (each, a “Participation Tweet”). **This link is also embedded in school online ads to direct students who click on it through to the microsite page to enter via twitter.** If the Promotion is still ongoing, you will receive a link Tweeted back to you that directs you to the online registration form. You must complete that registration form to provide Sponsor the information necessary to determine if your order can be fulfilled and, if applicable, to fulfill it).

Limit of one (1) Product per person, per Twitter/Instagram account and per delivery address. Sponsor may, in its sole discretion, accept or reject any purported Participation Tweet that does not include both the required emoji as set forth in the CTA Tweet and the Required Hashtag. Purported Participation Tweets that are incorrect or incomplete, received outside the Promotion Period (including after all prize Product(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. All Participants submitting materials/content as part of the Promotion will be non-exclusively licensing (with the unlimited right to sublicense) to Promotion Entities the right to use such materials, and the images related thereto (including Participant’s name, social media account username and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Participants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations. Any Participant posting or submitting content with obscene or other inappropriate material may be disqualified by Sponsor, in its sole and absolute discretion. 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, Sponsor 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 Product. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Sponsor may not receive entries from Twitter users with “protected” updates (i.e., user has set their Twitter account so that only people the user has approved can view their updates) due to the way Twitter operates its service. By including the hashtag “#CHIPHAPPENSPROMOTION” in their Tweet, Participants are confirming their acceptance and agreement to these “Official Rules”.

NOTE ABOUT MOBILE: 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.

4) Odds; Winner Selection and Prizes; Approximate Retail Value (“ARV”): Odds of winning a Product in this Promotion depend on your timing of participation in relation to other Participant’s timing of participation.

A total of 100 donuts per school and will be available on a first-come-first served basis. In order to win, the first Participants based on the number of donuts available to be won who Tweet a qualifying Participation Tweet (and, if necessary, complete the submission process) during the Promotion Period. Participants are limited to winning one (1) Product per person, per Twitter or Instagram account, and per delivery address. The count of remaining Product may be periodically communicated throughout the Promotion via Tweets. Winning Participants will receive a Product delivered based on their order submission to Sponsor contained in the Participation Tweet (ARV: \$3.00). Total ARV of all prize Products available in this Promotion: \$2,100.00.

Precise Product type and components will be selected by Sponsor or its representatives in their sole discretion. Actual retail value of the Product may vary, including variations based on the participants’ location. Product ordering will be facilitated through Sponsor’s emoji-based ordering system on Twitter. Participating local merchants that are on the Fulfillment Partner network may provide fulfillment and delivery of the Product(s). Product availability may vary and is not guaranteed in all areas. AS SET FORTH ABOVE, YOU MUST RESIDE IN A LOCATION SERVICED BY FULFILLMENT PARTNER IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS PROMOTION AND WIN A PRIZE PRODUCT. Sponsor is not responsible for any delay or cancellation of the Product 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 Product will not be delivered and no additional compensation will be provided.

Prize winners will be solely responsible for all federal, state, local and/or provincial taxes, and for any other fees or costs associated with the Products they receive, regardless of whether they, in whole or in part, are used. The ARV of the Products is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Unclaimed prizes will be forfeited. The Promotion Entities are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Promotion Entities will have no further obligation with respect to that prize or portion of the prize. No more than the stated prizes will be awarded.

5) 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. Participation in the Promotion constitutes permission for Promotion Entities 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, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media/medium) contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. The Sponsor and its agencies are not responsible for technical, hardware, software or telephone incompatibility or malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the software, products, equipment or programming associated with or utilized in the Promotion or by any human error which may occur in the processing of (or failure to process) the actual or purported Participation Tweets or resulting Product orders in the Promotion or for any liability for damage to any computer system resulting from participation in connection with the

Promotion. The Sponsor is not responsible for the failure of any order to be received by Sponsor for any reason. 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 or terminate the Promotion. By entering the Promotion, you hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents and agree to be bound thereto.

EACH PARTICIPANT AGREES TO RELEASE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE PROMOTION ENTITIES, INSTAGRAM AND TWITTER FROM AND AGAINST ANY CLAIMS, DAMAGES, DISABILITIES, ATTORNEYS' FEES, AND COSTS OF LITIGATION AND SETTLEMENT, AS WELL AS ANY LIABILITY WHATSOEVER, FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH: (i) THE PROMOTION; (ii) ANY ORDER SUBMITTED THROUGH SPONSOR'S ORDERING SERVICE OR THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDED OF ANY PRIZE; OR (iii) WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO/OF PERSON OR PROPERTY.

BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT, TO THE 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 PRIZES AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, 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; (3) 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; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE 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 Sponsors in their 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, 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. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Promotion should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion; or (b) to disqualify any Participant found to be, or suspected of: (i) tampering with the entry process or the operation of the Promotion; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

6) Food Allergy Notice: By using the emoji-ordering system provided by Sponsor, it is acknowledged that food-related Product delivered may contain these ingredients: milk, eggs, wheat, soybean, peanuts, and tree nuts. The Promotion Entities will have no liability whatsoever to, and will be released and held harmless by, the Participant for any and all food allergy related complications that may occur from food-related Product received as a result of Participant's participation in this Promotion or otherwise ordered through Sponsor.

7) Privacy Policy: Any personal information supplied by any Participant will be subject to Sponsor's privacy policy posted at <https://www.fooji.com/privacy/>. As a condition of entering the Promotion, each Participant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information Participant provides to Sponsor may be used to communicate with Participant in relation to this Promotion or on a Promotion winner's list.

8) Governing Law / Disputes/ Arbitration: VOID WHERE PROHIBITED BY LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Participants or the Promotion Entities in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

The Promotion Entities and Participants each agree to finally settle all disputes only through arbitration; provided, however, the Promotion Entities shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California, and any other court with jurisdiction over the

parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The Promotion Entities agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion or any prize awarded shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to Participant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event shall any Participant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of this Promotion, any motion picture, any advertising or other materials issued in connection with the Promotion or any motion picture, or any other Promotion Entity property.

9) Sponsor: The sponsor of the Promotion is Fooji, Inc., located at 400 Old Vine Street, Suite 206, Lexington, KY 40507.

10) Administrator: The Administrator of the Promotion is Fooji, Inc., located at 400 Old Vine Street, Suite 206, Lexington, KY 40507.

Warner Bros. Entertainment Inc. and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Promotion. Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Promotion Entities or the Promotion.

11) List of Promotion Winner(s): To receive a list of winner(s), send a stamped, self-addressed envelope, within sixty (60) days of expiration of the Promotion Period, to: "Promotion Winners List", Fooji, Inc., located at 400 Old Vine Street, Suite 206, Lexington, KY 40507. Please indicate which Promotion winners list you are requesting by referencing the name of the Promotion in your request.

12) Miscellaneous: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and

conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

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