

La Brea Bakery's Live Cooking Show with Nancy Silverton Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION AS PROVIDED IN SECTION 11 BELOW.

1. ELIGIBILITY: The above-titled sweepstakes ("**Sweepstakes**") is open only to permanent, legal residents of forty-eight (48) of the United States and the District of Columbia (void in Alaska, Hawaii, Puerto Rico, all U.S. territories and possessions and all overseas military installations) who are at least eighteen (18) years of age (or the age of majority in their state of residence, whichever is older), as of November 18, 2020, with access to the Internet at all times during the Sweepstakes Period (as defined below). All applicable federal, state and local laws and regulations apply. Void where prohibited by law. All employees of ARYZTA LLC ("**Sponsor**") and all associated agencies and each of their respective parent corporations, subsidiaries, affiliates, sales representatives, distributors, licensees, prize providers or agents (collectively, "Sponsor Entities"), and all of their respective officers, directors and employees and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Sweepstakes. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these Official Rules, including, but not limited to, your consent to receive e-mail messages from Sponsor solely in connection with the Sweepstakes.

2. SWEEPSTAKES PERIOD: The Sweepstakes Entry period will start at 12:00 a.m. Pacific Time ("PT") on November 20, 2020 and end at 12:00 a.m. PT on December 4, 2020 ("**Sweepstakes Entry Period**"). The Sweepstakes Winner will be chosen through random drawing on December 7, 2020 and contacted via email by 11:59 p.m. PT on December 7, 2020. For the purpose of this Sweepstakes, a day ("Day") is defined as 12:00 a.m. PT to 11:59 p.m. PT on the same calendar date. Sponsor's computer shall be the official timekeeper for all matters related to this Sweepstakes.

3. SWEEPSTAKES ENTRY INSTRUCTIONS: To submit an entry ("**Entry**") to the Sweepstakes, during the Sweepstakes Entry Period, (1) You must, Like the Instagram Post, follow @ La Brea Bakery on Instagram, Tag 3 friends and tell us your favorite recipe and (2) carefully read these Official Rules www.labreabakery.com/cookingclasswithnancy. By submitting an Entry you are signifying that you have read, fully understand and agree to these Official Rules. Entries must be received during the Sweepstakes Entry Period to be eligible for this Sweepstakes. **Limit of one (1) Entry per person, per household, per email address, during the Sweepstakes Entry Period.**

If any dispute arises as to the identity of an entrant, the entrant shall be considered the person who is the authorized account holder of the email account through which the Entry was submitted to the Sweepstakes. An "**authorized account holder**" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain or website associated with the submitted e-mail address. Entries generated by a script, macro, or other automated means will be disqualified. Entries displaying or containing profanity or that are obscene or otherwise inappropriate (as determined by Sponsor) will be disqualified, as will entries that violate copyright laws or infringe on any third party rights. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. Sponsor will not be responsible for late, lost, stolen, incomplete, illegible, garbled, corrupted, inaccessible or misdirected Entries and all such Entries are void.

You may enter this Sweepstakes during the Sweepstakes Entry Period, and you may enter any other sweepstakes, contest(s) or promotions sponsored by Sponsor, but you may only win one (1) grand prize from Sponsor within any sixty (60) day period.

4. SELECTION OF GRAND PRIZE WINNER(S): One (1) Grand Prize Winner (defined below) will be randomly selected from all eligible Entries received during the Sweepstakes Entry Period.

The Grand Prize Winner will be notified on or about December 7, 2020 after the close of the Sweepstakes Entry Period via email to the email address submitted with the Entry. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of alternate potential Grand Prize Winner may result from any of the following: (1) a potential Grand Prize Winner's failure to respond to notification promptly after its transmission; (2) the return of notification as

undeliverable after three (3) attempts; (3) a potential Grand Prize Winner's failure to provide Sponsor with satisfactory proof of age, identity, residency, and all permissions within three (3) calendar days after request by Sponsor; (4) a potential Grand Prize Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within three (3) business days after its transmission; (5) a potential Grand Prize Winner's failure to validly claim the prize by December 11, 2020; (6) any other non-compliance with these Official Rules. In the event of Grand Prize (defined below) forfeiture, Sponsor may, in its sole discretion, award or not award the forfeited Grand Prize to an alternate Winner. Decisions of Sponsor are final and binding with respect to all matters related to the Sweepstakes.

5. PRIZE: One (1) grand prize ("**Grand Prize**" or "**Prize**") will be awarded in this Sweepstakes. The Grand Prize shall only be awarded in its entirety and shall consist of a one (1) hour live cooking class with celebrity chef Nancy Silverton on a date and time selected by Sponsor at its discretion. All necessary food ingredients for the recipes will be delivered to the Grand Prize Winner's current residence in the United States at Sponsor's expense. The class will be conducted via Zoom or similar video conferencing technology. The date and time will be predetermined. **Total approximate retail value of the Grand Prize is thirteen hundred dollars and zero cents (\$1,300.00 USD).** The odds of winning the Grand Prize depends upon on the number of eligible Entries received for the entire Sweepstakes Entry Period.

Prize is not redeemable for cash except as required by law. Prize is not transferable, except to a surviving spouse residing in the same household. No substitution is allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. All taxes on a Prize, and other expenses related to accepting and/or using the Prize not listed in these Official Rules are the responsibility of the Grand Prize Winner, who will receive a Form 1099 reflecting the actual retail value of the Prize in the year it was won. The Prize will be awarded provided it is validly claimed by December 11, 2020, after which no alternate winner will be selected, nor unclaimed prize awarded.

PRIZE IS AWARDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). SPONSOR ENTITIES (INCLUDING EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE, MISUSE OR REDEMPTION OF THE PRIZE INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURIES SUSTAINED BY PRIZE WINNER OR OTHER USERS OF THE PRIZE FOR ANY REASON, INCLUDING FROM ANY PORTION OF THE GRAND PRIZE.

6. PUBLICITY: As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant grants to the Sponsor Entities a perpetual, worldwide, unlimited, irrevocable, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Sweepstakes entrant's name (collectively, "**Licensed Rights**") in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval. Entrants warrant that they have the sole and exclusive right to grant such rights to the Sponsor Entities and that the Sponsor Entities' reproduction, publishing, displaying, and/or other use of their name will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. Entrants further agree: (1) that Sponsor Entities may exercise any and all rights hereunder without attribution, notification or compensation to Entrants; (2) that Sponsor Entities shall have the right to freely assign their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by Entrant; (3) that Entrants may be contacted by the Sponsor Entities by telephone, mail or e-mail regarding this Sweepstakes; and (5) to sign and deliver to the Sponsor Entities such documents as the Sponsor Entities may reasonably require to effectuate the rights granted herein.

7. GENERAL RULES: Sponsor Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Sweepstakes, the processing of Entries, or the selection or notification of Grand Prize Winner. Further, if, for any reason, the Sweepstakes is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or portion thereof). In the event of such cancellation, termination, modification or suspension, Sponsor will select the Grand Prize Winner from all eligible, non-suspect Entries received prior to such action. Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or any website operated by the Sweepstakes Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such Entries; (c) violating these

Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

8. PARTICIPANT OBLIGATIONS: By entering, each Entrant agrees THAT THE SPONSOR ENTITIES AND ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE “**RELEASED PARTIES**”) SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS SWEEPSTAKES OR THE USE OR MISUSE OF ANY PRIZE. By participating in the Sweepstakes each entrant (including each Grand Prize Winner) agrees to be bound by these Official Rules and the decisions of Sponsor, and agrees to defend, indemnify, release and hold harmless the Sponsor Entities and their respective shareholders (“Releases”) from and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of, related to or in connection with (i) the Sweepstakes; (ii) receipt or redemption of a Prize; or (iii) entrant's participation in the Sweepstakes and/or any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Grand Prize Winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Sweepstakes or use or redemption of a Prize.

9. BINDING ARBITRATION OF DISPUTES: We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have related to this Contest or your interactions with the Sponsor. Therefore, pursuant to these Official Rules, if you have any dispute or disagreement with the Sponsor regarding or relating to the Sweepstakes, the Prize, or other aspect of your interaction with the Sponsor or the website or service where this Sweepstakes appears, including any data or information you may provide to the Sponsor or that the Sponsor may gather in connection with such use, interaction or transaction (collectively, “Sponsor Transactions or Relationships”), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By entering the Sweepstakes or engaging in any other Sponsor Transactions or Relationships, you agree to binding arbitration as provided below.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by entering the Sweepstakes or engaging in any other Sponsor Transactions or Relationships, you agree that any complaint, dispute, or disagreement you may have against the Sponsor, and any claim that the Sponsor may have against you, arising out of, relating to, or connected in any way with the Sweepstakes, the Prize, these Official Rules, Sponsor's Privacy Policy, or any Sponsor Transactions or Relationships shall be resolved exclusively by final and binding arbitration (“Arbitration”) administered by JAMS (“JAMS”) and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the “Applicable Rules”). The Applicable Rules can be found at www.jamsadr.com. If JAMS at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, the Sponsor agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this provision, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. You further agree that:

a) the Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and the Sponsor (the “Arbitrator”);

b) the Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Official Rules (including these arbitration provisions), including but not limited to any claim that all or any part of the Official Rules is void or voidable;

c) the Arbitration shall be held either: (i) at a location determined by JAMS pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and the Sponsor; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission;

d) the Arbitrator (i) shall apply internal laws of the State of California consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the United States, irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with California or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief, provided, however, that in no event shall either party be entitled to damages in excess of actual damages or to recover punitive, exemplary, consequential, or incidental damages;

e) the Arbitration can resolve only your and/or the Sponsor's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;

f) the Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;

g) in the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, the Sponsor will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;

h) in the event you recover an Award greater than the Sponsor's last written settlement offer, the Arbitrator shall also have the right to include in the Award the Sponsor's reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but the Sponsor shall in all events bear its own attorneys' fees;

i) with the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor the Sponsor shall be entitled to arbitrate their dispute, and must instead bring any claims in a state or Federal court of competent jurisdiction located in Los Angeles, California; and

(j) notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against the Sponsor in your local small claims court within the United States, if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

Subject to the arbitration provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with the Sweepstakes, the Prize, these Official Rules, Sponsor's Privacy Policy, or any Sponsor Transactions or Relationships will be brought exclusively in the federal or state courts located in Los Angeles, California, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

10. FORCE MAJEURE: Sponsor Entities shall not be liable to Grand Prize Winner or any other person for failure to supply the Grand Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, 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, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor's sole control.

11. PERSONAL INFORMATION: The personal information collected through this Sweepstakes is subject to Sponsor's Privacy Policy. By entering this Sweepstakes, you agree to the use of your personal information as described in the above Privacy Policy.

12. OFFICIAL RULES/WINNERS' LIST REQUESTS: To obtain a copy of these Official Rules or for the names of the Grand Prize Winner, send a self-addressed stamped envelope to: "La Brea Bakery's Live Cooking Show with Nancy Silverton" Sweepstakes Official Rules/ Winner List Request, 350 N. Orleans, Chicago, IL 60654. Requests for winner lists must be received no later than three (3) months after the end of the Sweepstakes Entry Period.

13. SPONSOR: ARYZTA LLC, 350 N. Orleans, Chicago, IL 60654.