National Coffee Day Sweepstakes
Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility: National Coffee Day Sweepstakes (the "Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of F. Gavina & Sons, Inc. ("Sponsor") and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, and all individuals, including, but not limited to, consultants, independent contractors, so-called "temporary employees," former employees and interns (and their immediate family members) who have, within the past six months, performed services for Sponsor, are not eligible to enter or win. The Sweepstakes is subject to federal, state, and local laws and regulations.

2. Sponsor: The Sweepstakes is sponsored by F. Gavina & Sons, Inc, located at 2700 Fruitland Ave, Vernon, California 90058.

3. Agreement to Official Rules: Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Sweepstakes Period: The Sweepstakes begins on September 17, 2021, at 12:01 a.m. PDT and ends on September 28, 2021 at 11:59 p.m. PDT (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified.

5. How to Enter: During the Sweepstakes Period, visit our website (https://donfranciscos.com/pages/coffee-lovers) and follow the directions provided for completion and online submission of your entry. Limit one (1) entry per person, per email address, and per household for the duration of the Sweepstakes Period. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

6. Prize Drawing: On or about September 29, 2021, the Sponsor will select one (1) Grand Prize Winner and four (4) First Place Winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winners via telephone or email on or about September 30, 2021. If any potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the potential winner forfeits the prize and the Sponsor may select an alternate potential winner in his/her place by a random drawing conducted from the remaining non-winning, eligible entries.

7. Declaration of Compliance: The potential Grand Prize Winner and each potential First Place Winner will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice of selection in order to claim his/her prize. If a potential winner fails to timely submit the Declaration of Compliance, or the prize is subsequently returned as undeliverable, potential winner forfeits the prize. If the potential winner is at least 18 years old but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor may select an alternate winner by a random drawing conducted from among all remaining eligible entries. Only three (3) alternate drawings may be held, after which the prize will remain un-awarded.

8. Prizes

a. The Grand Prize Winner will receive: (i) free coffee for one (1) year will be fulfilled by a Don Francisco's Coffee gift card with a value of $275 valid only at donfranciscos.com ; plus (ii) the Ultimate Chemex Starter Kit, which includes a Classic 6-cup Chemex pour-over coffeemaker, a Stagg Black Kettle, a box of filters, and two Don Francisco's Coffee mugs.

b. The four (4) First Place Winners will each receive free coffee for one (1) year will be fulfilled by a Don Francisco's Coffee gift card with a value of $275 valid only at donfranciscos.com .

c. The first shipment of the prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes. Exact shipping dates are at Sponsor's discretion and are subject to delays due to peak or slowed shipping periods (including, but not limited to, holiday weeks) or other reasons beyond Sponsor's reasonable control. The approximate retail value ("ARV") of the Grand Prize is $425.00, and the ARV of each First Place prize is $275.00. Total ARV of all prizes: $1,525.00.

d. **Odds of winning** depend on the number of entries received during the Sweepstakes Period.

e. **ALL FEDERAL, STATE, AND LOCAL TAXES ARE SOLELY THE RESPONSIBILITY OF THE WINNER**. Any difference between the stated estimated value of the prize and its actual value will not be awarded. Winner agrees to accept the prize "as is."

f. Prizes are nonrefundable and nontransferable. Sponsor is not required to (but may, in its sole discretion) offer substitutions or an alternative to a prize awarded under this Sweepstakes. In addition, Sponsor reserves the right to substitute a prize of equal or greater

value in the event a prize is unavailable. The prizes awarded are subject to the restrictions and limitations noted in these Official Rules, on a prize and/or included with a prize.

9. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability: By participating in the Sweepstakes, entrants agree that: (i) Sponsor and its parent, subsidiaries, affiliates, and advertising and promotion agencies may use their names, likenesses, images, photographs, voices, cities/states of residence, and biographical information for advertising, trade and promotion for Sponsor and any of its products or brands in any media or format now or hereafter known, including on the Internet, including, but not limited to, social media applications, or via wireless application protocol, without further compensation, permission or notification, except where prohibited by law; and (ii) that they assume liability for all risks of, any and all injuries (including without limitation, personal injury, illness, adverse reaction, or death) or damages caused, or claimed to be caused, by participating in the Sweepstakes or using the prize, and that entrants, along with their heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns, hereby unconditionally and irrevocably release, forever discharge, indemnify, and hold Sponsor and its parent, subsidiaries, affiliates, and advertising and promotion agencies, and their respective officers, directors, employees, representatives and agents and any other person or entity related in any way to this Sweepstakes ("Sweepstakes Entities"), harmless from and against any and all claims, demands, liens, agreements, suits, costs, attorneys' fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, inclusive of any claims for damage to property, personal injury, illness, mental illness, or death, or claims based on defamation, rights of privacy, intellectual property rights, and rights of publicity in any way arising directly or indirectly out of the entrants' participation in the Sweepstakes and/or use of the prizes and including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable

transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, or (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors or problems that occur in the administration of the Sweepstakes or the announcement of the winner, the cancellation or postponement of the Sweepstakes, or the downloading, submission, or processing of entries.

Each entrant hereby waives application of California Civil Code Section 1542 which provides as follows:

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

Each entrant expressly waives the provisions of Section 1542 of the California Civil Code as well as any other statutes, rules, laws, ordinances, or common law principles or other authority of similar effect of any jurisdiction, and further waives any right to invoke said provisions now or in the future with regard to the Sweepstakes. Entrants further acknowledge and agree that this waiver is an essential and material term of these Official Rules and the Sweepstakes.

Each winner may be required to complete and sign an Affidavit of Eligibility and Publicity/Liability Release (unless prohibited by law) and other documents as determined by Sponsor in its sole discretion. As applicable, each winner must return the aforementioned materials to Sponsor or Sponsor's representatives or the winner's prize may be forfeited and awarded to the next eligible runner up.

11. ARBITRATION PROVISION: EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL OR OTHER APPLICABLE STATE LAW, THE SWEEPSTAKES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THEREOF. **ENTRANTS UNDERSTAND AND AGREE THAT** ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN ENTRANT AND THE SWEEPSTAKES ENTITIES SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN THE COUNTY OF LOS ANGELES. **BY ENTERING, ENTRANTS VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.** THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), AND CONDUCTED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS"), IN ACCORDANCE WITH THE JAMS COMPREHENSIVE ARBITRATION RULES. THE TRIBUNAL WILL CONSIST OF ONE ARBITRATOR. THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE ATTORNEYS'

FEES AND ACTUAL COSTS INCURRED IN SUCH ACTION. THE ARBITRATOR SHALL BE BOUND TO APPLY AND ENFORCE THE TERMS OF THE OFFICIAL RULES AND THE ARBITRATOR'S DECISION WILL BE FINAL, BINDING, AND ENFORCEABLE IN A COURT OF COMPETENT JURISDICTION. NEITHER ENTRANT NOR SPONSOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS.

FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND THEY HEREBY WAIVE, ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEY FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

12. Privacy: Information collected from entrants is subject to Sponsor's privacy policy which can found at: https://donfranciscos.com/pages/privacy-policy**.**

13. Winners List and Official Rules: You may request the name of the winners by sending a self-addressed, stamped envelope by November 30, 2021 to F. Gavina & Sons, Inc., 2700 Fruitland Ave, Vernon, California 90058, Attn.: National Coffee Day Sweepstakes. During the Sweepstakes Period, Official Rules requests may be sent to the same address. Rules requests must include a self-addressed, stamped envelope. Residents of Vermont may omit return postage for rules requests.