

Belgian Boys and Chamberlain Coffee Giveaway

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Entry Details:

- For an opportunity to win a gift package of a year's worth of waffles and coffee, which is defined as two (2) boxes of Belgian Boys waffles per week for a full calendar year (52 weeks), for a maximum total of 104 boxes of Belgian Boys Original Belgian Waffles and three (3) bags of Chamberlain Coffee per month for a full calendar year (52 weeks) for a maximum total of 36 bags of Chamberlain Coffee, sign up to receive email and SMS alerts from both Belgian Boys and Chamberlain Coffee using the link available during the 24 hour contest window starting on August 24, 2022 at 10am EST. Entries to the promotion close at 9:59am EST on August 25, 2022, 2022 (the "Promotion Period"). United States residents only.
- There will be one (1) winner picked on completion of the giveaway. Totalling one prize.
- The recipient of the gift package will be notified via email to arrange their prize.

Belgian Boys ("we," "us," "Sponsor," or "Belgian Boys") is excited you have decided to participate and subscribe to the Belgian Boys and Chamberlain Coffee Giveaway. These Official Rules set forth the terms and conditions under which an individual can submit his/her entry to win. Each person who submits an entry ("Entrant" or "you") acknowledges and agrees that these Official Rules and our Privacy Policy, which can be found at <https://www.belgianboys.com/policies/privacy-policy> (together, the "Rules") constitute a legally binding agreement between you and us.

You also agree that your entrance and/or participation in this campaign indicates your agreement to the Rules without modification. If you do not agree to the Rules or any portion of them, please do not submit your registration.

Please also read these Rules carefully—they affect your legal rights, including your right to sue. Our contact information is listed at the end of these Rules.

Finally, by entering and participating in this campaign, you represent, warrant and agree that you are at least 18 years old, have reached the age of legal majority where you reside, and have the legal authority to provide the information and waive and release those Claims described in these Rules.

ELIGIBILITY

- This campaign is open to any legal resident of the 50 United States and the District of Columbia who is at least 18 years old and has reached the age of legal majority in the jurisdiction in which he or she resides, except that the following individuals are not eligible to enter or participate in the campaign: (a) any individual on the United States Office of Foreign Asset Control's Specially Designated Nationals and Blocked Persons list; (b) residents of any jurisdiction against which the United States has imposed trade sanctions such that their residents' entry into and/or participation in these campaign is prohibited. In addition, the individuals listed in the following paragraph may not enter this campaign.

- Employees of Sponsor or its affiliates, and any of such entities' related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of this Campaign or production or distribution of its materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.
- The Belgian Boys and Chamberlain Coffee Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.
- Sponsor reserves the right to verify eligibility requirements.

See our full terms and conditions below.

Full Terms and Conditions of Entry:

1. The promoter of the Giveaway is Belgian Boys, 240 Kent Avenue, Brooklyn, NY 11249.
2. The Belgian Boys and Chamberlain Coffee Giveaway commences in the United States on August 24, 2022 at 10am EST and closes at 9:59am EST on August 25, 2022. Belgian Boys takes no responsibility for late, lost or misdirected entries due to trade disruptions, human error, or for any other reason. Incomplete, illegible or incomprehensible entries will be deemed invalid.
3. **How to enter:** There is no purchase necessary to enter the Campaign. Making a purchase will not improve your chances of winning. All entries must be submitted online. To enter: sign up to receive email and SMS alerts from both Belgian Boys and Chamberlain Coffee using the link available during the 24 hour contest window. This promotion is in no way associated with or sponsored by any email or wireless provider.

We will collect, store and use the information you provide in your entry to operate and administer the campaign and also for those purposes described in the following sections and for any purpose allowed by our privacy policy. Limit one entry per Entrant. Please do not attempt to submit additional entries using multiple email addresses or phone numbers or you will be disqualified.

4. **In order to be eligible:** Entries must be received by Belgian Boys during the Promotion Period. Participants agree to be bound by the applicable terms of use. Any costs associated with the entry will be the participant's sole responsibility.
5. **How to Win; Odds of Winning:** One (1) winner will be drawn throughout the United States throughout the Promotion Period (totalling 1 Prize winner).

The winner will be selected from entries submitted within the Promotion Period and will be picked at random by members of Belgian Boys at either 240 Kent Avenue, Brooklyn, NY 11249 or remotely at a link that will be provided upon request. The odds of winning depend on the number of eligible entries received.

The winner will be notified via email and asked to provide further details.

Belgian Boys will hold the Prize for up to one (1) month after the applicable draw. Should the Prize winner not claim the Prize within that time, with reasonable efforts having been made by Belgian Boys to contact the Prize winner, Belgian Boys will conduct an 'unclaimed Prize

draw' at September 26 at the same location as the original draw. The unclaimed Prize draw winner will be contacted within two (2) business days of the draw.

Upon fulfillment of the criteria set forth in these Rules (and in particular those set forth in this section), we will confirm the distinct participant that will receive the gift package. Sponsor does not guarantee that any individual Entrant will become the Winner.

We will notify winner via the email address he or she provided in his or her entry. The winner may be required to execute and return, within seventy-two (72) hours of notification, an affidavit attesting to his or her eligibility and the address and/or email address to which the gift package will be sent, a liability waiver and an IRS W-9 form (where applicable) to be confirmed as a Winner (all such documents, the "Additional Documents"). The Additional Documents will require the potential winner to furnish his/her social security number for the sole purpose of tax reporting, as required by law. The Additional Documents must be signed and returned by the date indicated in the communication with which they are provided, or the potential winner will be disqualified.

If a potential winner cannot be contacted by the information provided in his or her entry, fails to sign and return the Additional Documents within the required time period (as applicable) and/or the potential winner is otherwise disqualified as permitted in these Rules, the potential winner forfeits the gift package.

Receiving the gift package is contingent upon compliance with these Rules. If a potential winner is disqualified for any reason, an alternate winner will be selected, as laid out above, from among all remaining eligible entries in the manner set forth above.

No one is a Winner unless and until the Sponsor officially confirms him/her as a Winner in accordance with these Official Rules.

6. **The Prize:** The prize consists of:

- a year's worth of waffles and coffee, which is defined as two (2) boxes of Belgian Boys waffles per week for a full calendar year (52 weeks), for a maximum total of 104 boxes of Belgian Boys Original Belgian Waffles and three (3) bags of Chamberlain Coffee per month for a full calendar year (52 weeks) for a maximum total of 36 bags of Chamberlain Coffee

Total Value of USD \$1,997 RRP

The Prize must be taken as offered, is not exchangeable or transferrable and cannot be redeemed for cash. In the event that a Prize, or any part of it, is unavailable, Belgian Boys reserves the right to substitute a prize of equal or greater value. Prize values are the recommended retail value at the time of publication of these Conditions of Entry. No responsibility is accepted for any variation in the value of the Prize. Any incidental costs relating to the Prize are the responsibility of the Prize winner. The Prize will be awarded as determined by members of Belgian Boys in their absolute discretion. The decision is final and no correspondence will be entered into. The Prize is not transferable or exchangeable and cannot be redeemed for cash.

In the event that for any reason whatsoever a recipient does not accept or take the Prize stipulated by Belgian Boys, then the Prize will be forfeited by the recipient and cash will not be awarded in lieu of the Prize.

Once the winner is confirmed, we will make contact electronically, through the email marketing@belgianboys.com.

We do not guarantee inventory availability for any products.

7. **Taxes.** Any federal, provincial, state and local taxes and any other costs not specifically stated within these Rules, including for winning the Prize, are your sole responsibility and we may issue an IRS 1099 Tax Form for the fair market value of the Prize that you win in the calendar year that you win it
8. Belgian Boys reserves the right to verify the validity of entries and participants (including proof of identity, age and residency). Belgian Boys may, in its sole discretion, disqualify any entry which in the opinion of Belgian Boys includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any participant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions or who has, in Belgian Boys' opinion, engaged in conduct in entering the Giveaway which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Belgian Boys. Belgian Boys reserves the right to disqualify any entry, including a Prize recipient, if Belgian Boys becomes aware that the entry is not submitted in accordance with these Terms and Conditions.
9. **Assumption of Risk; Waiver and Release of Liability.**

You acknowledge and agree that your participation in the Giveaway and, if applicable, your redemption of the Prize, is undertaken voluntarily and entirely at your own risk and you agree to assume all such risk, including risk of property damage, bodily injury or death, and all other damage or potential damage, whether known or unknown to you.

Without limiting your obligations in the next paragraph, you agree to release us, and our subsidiaries, affiliates, divisions, employees, officers, directors, advertising and promotion and agencies, administrators, prize component providers and related entities (together, the "Released Parties") from, and forever give up and waive your right to sue or claim against any of them for, any and all claims, causes, suits or other liability, loss, harm, damages, costs or expenses, whether known or unknown to you (together, "Claims"), arising out of, caused by, resulting from or relating to this Giveaway, these Rules, your participation in the Giveaway, our use of your Personal Information as permitted herein, and/or your use or misuse of the Prize, including without limitation, property damages, illness, personal injury and/or death, defamation or invasion of privacy, infringement of publicity rights, and merchandise delivery. Please note that this waiver and release specifically extends to Claims or portions of Claims alleging or arising as the result of Released Parties' negligence.

You acknowledge and agree that the foregoing waiver and release will be binding on your heirs, estate, successors and assigns.

FOR RESIDENTS OF THE STATE OF CALIFORNIA: You specifically waive the protections of the following law and acknowledge and agree that the Claims described in the following are included in your waiver and release above:

California Civil Code Section 1542: 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

Indemnity. You agree to indemnify, defend and hold harmless the Released Parties from and against, and shall reimburse the Released Parties for, any and all Claims brought by

third-parties against one or more of the Released Parties and/or suffered or incurred by one or more Released Parties as a result of such third-party Claims to the extent arising out of or relating to your violation of these Rules including, without limitation, your breach of your warranty set forth above.

LIMITATION OF LIABILITY

Without limiting your waiver and release of Claims above, you acknowledge and agree that we assume no responsibility or liability in contract, tort, strict liability or otherwise to you for any of the following: lost, late, incomplete, inaccurate, stolen, misdirected, illegible, corrupted or altered entries, any error, omission, interruption, deletion, defect, or delay in operation or transmission of entries, any communications line failure, theft or destruction of or unauthorized access to entries, alteration of entries, technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entries to be received on account of technical problems or traffic congestion on the Internet or at any website, any incidental, special, punitive, indirect, or consequential damages of any kind or nature whatsoever in connection with, arising out of or related to this agreement or any other transactional agreements, or any combination thereof, including any injury or damage to Entrants' or any other persons' computers or smart phone devices related to or resulting from participation or downloading any materials in this Campaign.

Belgian Boys shall not be liable for any loss, including but not limited to direct, indirect or consequential loss or damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with participation in the Giveaway or accepting or utilising the Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

Additionally, Belgian Boys' total liability to you arising out of or related to the this contest or these Rules, whether based in contract, tort, strict liability or otherwise, shall not exceed in the aggregate of cost of the shoe selected by you, whether or not you have been advised of the possibility of such damage.

Except as expressly provided herein, Belgian Boys makes no warranty of any kind, whether express, implied, statutory, or otherwise. Belgian Boys hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

10. By entering the Giveaway, participants agree that Belgian Boys may use personal details for the purpose of conducting Promotion, including the use of email and social media marketing communications.
11. We will collect certain information about you as part of the entry process and as part of the prize awarding and redemption process, as discussed below ("Campaign Information"), including information that can be used to identify you, such as your first and last name, email address and your mobile number ("Personal Information"). By participating in this Campaign, you grant us the right to: (a) use all Campaign Information for the purpose of operating and administering the Campaign; (b) as otherwise permitted by our Privacy Policy.

If you are selected as a Winner, we may also disclose (i) your first and last name, city and state of residence via social media and our website(s) as the Winner of the Campaign; and (ii)

your first initial, last name and city and state of residence to any third-party who requests that we provide them with a Winner List.

We will not provide your Personal Information to any third party other than (i) as provided for in these Rules; and/or (ii) to our contractors, agencies and business partners who may assist us for the business purposes described in (a) but only to the extent required for them to do so. We will also treat all Personal Information as required by applicable laws.

12. In the case of the intervention of any outside agent or event which changes the result or prevents or hinders its determination (including but not limited to computer virus, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest and strikes), Belgian Boys may in its absolute discretion cancel the Giveaway and/or Prize arrangements and recommence it at a later date. We reserve the right to cancel, suspend and/or modify the Giveaway, or any part of it, for any other reason, including, but not limited to, if any fraud, technical failures or any other factor beyond our reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by us in our sole discretion. If we modify the Giveaway, or these Rules, we will place notification on this page. We, in our sole discretion, reserve the right to disqualify any Entrant we determine to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of the Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, we reserve the right to seek damages from any such person to the fullest extent permitted by law. Our failure to enforce any term of these Rules will not constitute a waiver of that provision or any other provision of them.
13. **Disputes:** By entering this Giveaway, you agree to these Rules and our decisions about and interpretation of and in connection with them, all of which are final and binding in all respects. This Giveaway and these Rules are governed by the laws of the State of New York, USA, without regard to its conflicts of laws principles. You consent to the exclusive jurisdiction of the courts of the State of New York, or the United States courts sitting in New York, for the adjudication for any Claims or disputes arising out of or relating to the Giveaway and these Rules. Venue for such disputes will be in the courts of competent jurisdiction located in New York County, NY, USA.
14. **Rules Request:** To request a copy of these Rules, email us at marketing@belgianboys.com subject line: Belgian Boys and Chamberlain Coffee Giveaway Rules Request within thirty (30) days after the end of the Giveaway. Requests received after that time will not be fulfilled.

QUESTIONS?

If you have any questions about this Campaign, please contact marketing@belgianboys.com.

CONTACT INFORMATION

SPONSOR: Belgian Boys, 240 Kent Ave., Brooklyn, NY 11249