

NUMERATOR EXPO WEST “EMERGING BRANDS SURVEY” SWEEPSTAKES OFFICIAL RULES

PLEASE READ THESE OFFICIAL RULES BEFORE ENTERING THE NUMERATOR EXPO WEST “EMERGING BRANDS SURVEY” SWEEPSTAKES. SWEEPSTAKES ARE INTENDED ONLY FOR RESIDENTS 18 YEARS OF AGE OR OLDER WHO ARE RESIDENTS OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA. DO NOT ENTER THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT
INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED.**

By participating in the Numerator Expo West “Emerging Brands Survey” Sweepstakes (“Sweepstakes”) you agree to these Official Rules. Market Track LLC, dba Numerator is the sole sponsor of this Sweepstakes (“Numerator” or “Sponsor”) which is in no way sponsored, endorsed, administered by or associated with Expo West.

1. HOW TO ENTER: During the promotion period, entrants can enter for a chance to win by attending one or all of the following Numerator Expo West events:

- Fueling the Future: The Rise of Protein in the \$126B Snacking Industry
(Wednesday, 3/5 from 1:30-3:00 PM PST Marriott, Platinum Ballroom 5)
- Numerator Unplugged Insight Session: Building a Strong Retailer Sell-In Story
(Thursday, 3/6 from 9:15-9:45 AM PST Booth #5024)
- Numerator DJ Session **(3:30-5:00 PM PST on Thursday, March 6th)**

Before or after attending one of the events listed here, participants must have their badges scanned at the event to officially be counted for and entered to win.

After attending one or all of the events listed here, participant must complete a form located here:

<http://www.numerator.com/2025-survey-expo-west-raffle>. The details and requirements for entry or participation in any Sweepstakes shall be provided by Numerator from time to time. Participants must follow the directions provided by Numerator at Expo West and otherwise be bound by and follow these Official Rules to be eligible to receive a prize in connection with a Sweepstakes.

ENTRY PERIOD: The Contest entry period begins at 9:00 a.m. Central Time (“CT”) on March 4, 2025 and ends at 11:59 p.m. CT on March 7, 2025 (the “Entry Period”). All entries must be placed into the form site by the time listed for the Sweepstakes.

Late entries or entries sent via any other method than that prescribed by these Official Rules will not be accepted. Each entry will be deemed to have been submitted by the natural person who submits the entry. No software-generated, robotic, programmed, script, macro, or other automated online entries are permitted. All entries submitted in accordance with these Official Rules are eligible to win. Entries become the property of Sponsor and will not be returned.

2. **ELIGIBILITY:** This Sweepstakes is open to residents of the fifty (50) United States and the District of Columbia, 18 years of age and older except for employees of Numerator and its affiliates, subsidiaries, sponsors, and agencies (collectively "Sweepstakes Parties"), and members of their immediate family or persons living in the same household. Void where prohibited. All federal, state, and local regulations apply. **LIMIT ONE ENTRY PER PERSON PER METHOD OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED.**

3. **DRAWING:** A random drawing from all entries received will be conducted at the sole discretion of the Sponsor. Winners (one person per company) will be selected during the drawing. Odds of winning depend on the number of entries received. Potential winner will be notified by email and may be required to sign and return any required Affidavit of Eligibility and Release and provide a mailing address within three days of the date notice is sent or such other date set by Sponsor. Failure to respond within the applicable time period will result in forfeiture of prize and Sponsor shall have the option to award the prize to an alternate winner. All income taxes resulting from acceptance of prize are the responsibility of winner. By entering a Sweepstakes, Participant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters. Acceptance of a prize also constitutes permission to the Sweepstakes Parties to use winner's name, likeness, and biographical information for marketing purposes without further compensation or right of approval ("Winner Information"), unless prohibited by law. In the case of a dispute, entries will be deemed made by the authorized holder of the applicable email address provided in the entry. Automated entries are prohibited, and use of any automated devices will result in disqualification. Sponsor is not responsible for incorrect or inaccurate entry of information by entrants; lost or late entries or transmissions; interrupted or unavailable network, server, or other connections; scrambled transmissions or other errors or problems of any kind whether mechanical, human, or electronic, technical malfunctions of any computer hardware, software, or any combinations thereof; or problems associated with any virus or any other damage caused to entrants' systems; lost, late, misdirected, damaged, illegible, incomplete, incorrect, or postage due entries; lost, late, or misdirected prize notices; or any typographical, or other error in the printing of the offer. Incomplete or ineligible entries will be voided. All entries become the property of Sponsor and will not be returned. If for any reason the Sweepstakes is not capable of being conducted as described in

these rules, Sponsor shall have the right to request that the Sponsor cancel or modify this Sweepstakes in a manner deemed appropriate by the Sponsor, at the Sponsor's sole discretion.

4. PRIZE: Winner shall receive one (1) instant survey consisting of 5 non-biasing questions, fielded to up to 200 respondents. The winner will be able to select the attributes used to target the respondents (pending sample availability) and the survey questions, leveraging pre-drafted questions from our survey team or custom questions submitted by the winner. Survey questions may require approval from Sponsor. Survey must be fielded within 6 months of the date that the winner is notified. The approximate retail value ("ARV") is \$2,650 and the value of any prize awarded to a Sweepstakes winner may be reported for tax purposes as required by law. Limit one prize per entrant per business entity. If more than one employee of an entity enters the Sweepstakes, only one employee of that entity may win. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. No transfer or cash or other substitution of all or part of a prize is permitted, except by Sponsor, which reserves the right, in its sole discretion, to substitute the prize or prize component with another of comparable or greater value. Sponsor shall not be responsible for any delays, damage in the delivery of the prize, and/or loss of any prize in connection with delivery of the prize via email. In the event that there is an insufficient number of eligible entries, Sponsor reserves the right not to award the prizes.

5. Participants must follow these Official Rules to be eligible to receive a prize in connection with any Sweepstakes. If a Sweepstakes prize recipient is determined to be ineligible, Sponsor may, in its sole and absolute discretion, not give away the prize or give the prize to the next eligible Participant.).

6. CHOICE OF LAW: Entrant agrees that all matters arising out of or relating to a Sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of Illinois, without giving effect to any of its conflict of laws provisions thereof.

7. WAIVER OF CLASS ACTION AND LIMITATION OF LIABILITY: BY PARTICIPATING IN A SWEEPSTAKES, EACH PARTICIPANT RELEASES SPONSOR AND SWEEPSTAKES PARTIES FROM ANY AND ALL CLAIMS, DAMAGES OR LIABILITIES ARISING FROM OR RELATING TO SUCH PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES. BY ACCEPTING A PRIZE, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) THAT THE SPONSOR AND

SWEEPSTAKES PARTIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY WINNER AGAINST, ANY LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE SWEEPSTAKES INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS FAILURE, BUSINESS INTERRUPTION OR LOSS, INACCURATE INFORMATION, OR LOSS OF INFORMATION OR COST OF COVER EVEN IF ADVISED OF THE POSSIBILITY OF SAME; FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF PRIZE; AND (2) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (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, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES; AND (4) 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.

8. NO WARRANTIES. ENTRANT UNDERSTANDS AND AGREES THAT THE PRIZE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS; OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE/ DEALING, OR USAGE OF TRADE. THE SERVICES ARE INTENDED SOLELY AS BUSINESS INTELLIGENCE TOOLS AND ENTRANT'S USE OF, AND RELIANCE UPON, THE SERVICES ARE ENTRANT'S SOLE RESPONSIBILITY, WITH ENTRANT ASSUMING ALL ASSOCIATED RISKS.

9. ARBITRATION: As a condition of participating in any Sweepstakes, each Participant agrees that (a) any and all disputes, claims, controversies or causes of action arising out of or relating to any Sweepstakes, or any prizes awarded (each, a "Claim"), shall be (i) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (ii) settled by binding arbitration in Chicago, Illinois before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will Participant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual

out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois, applicable to contracts entered into and performed exclusively in that State.

9. **VALIDITY:** 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. Participants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on an applicable website 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. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. In the event that the Sweepstakes is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Sweepstakes or to disqualify participants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any participants who are disqualified due to such an action.

10. **PRIVACY POLICY:** All information submitted in connection with entry to this Sweepstakes shall be governed by Sponsor's privacy policy (at <https://www.numerator.com/privacy-notice/>). By entering this Sweepstakes, you acknowledge that you have read and agree to this privacy policy.

WINNERS LIST: For the name of the prize winners, send a self-addressed, stamped #10 envelope to: Numerator Attn: Marketing Department, 24 E Washington St., Suite 1200, Chicago, IL, 60602.

Sponsor: Market Track, LLC dba Numerator, 24 E Washington St., Suite 1200, Chicago, IL, 60602