

AeroGarden x Vitamix Earth Day Giveaway

Official Rules

- NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.
- ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED.
- VOID WHERE PROHIBITED BY LAW.
- AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.
- ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.
- MAIL-IN ENTRY PERMITTED IF RECEIVED BY April 26, 2024 AT THE ADDRESS LISTED BELOW.
- THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC. (“INSTAGRAM”), OR FACEBOOK, INC. (“FACEBOOK”).

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. The AeroGarden x Vitamix Earth Day Giveaway (the “Sweepstakes”) is open only to individuals who are legal residents and physically located in the fifty (50) states in the United States of America or the District of Columbia and who are at least the age of majority in their state of residence at the time of entry. Employees, officers and directors of Vita-Mix Management Corporation, or its affiliates (“Sponsor” or “Administrator”), advertising and promotion agencies, distributors and other prize suppliers (collectively with Sponsor, the “Sweepstakes Entities”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

2. Entry Period. The Sweepstakes begins on or about 12:00:00 p.m. Eastern Time on April 19, 2024, and all entries must be received by Sponsor on or before 05:00:00 p.m. Eastern Time on April 26, 2024 (the “Entry Period”).

3. How to Enter. There are two (2) methods of entry for this Sweepstakes:

Giveaway Landing Page Entry. To enter the Sweepstakes via the Vitamix Giveaway Landing Page, an entrant must submit a form with their email on https://www.vitamix.com/us/en_us/aerogarden.

Alternate Method of Entry. To enter the Sweepstakes without using the Landing Page entry method, an entrant must legibly hand print on a 3" x 5" card entrant's full name, complete address, email address, and date of birth, and mail such card with proper postage to **8615 Usher Road, Cleveland, Ohio 44138 (ATTN: COORDINATOR, GLOBAL BRAND MARKETING). TO PROTECT YOUR PRIVACY, WE RECOMMEND THAT YOU SEND THE 3X5 CARD IN AN ENVELOPE.** All mail-in entries must be postmarked by April 24, 2024, and received by Sponsor on or before 05:00:00 p.m. Eastern Time on April 26, 2024, to be eligible for the Sweepstakes.

Limit of one (1) entry per person per method of entry (i.e., one (1) Giveaway Landing Page Entry and one (1) entry via Alternate Method of Entry). Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All entrants submitting materials/content as part of the Sweepstakes will be non-exclusively licensing (with the unlimited right to sublicense) to Sweepstakes Entities the right to use such materials, and the images related thereto (including entrant'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. Entrants 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. The Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

4. Winner Selection and Prize Claiming. There will be one (1) winner selected in this Sweepstakes. The potential winner will be selected through a random drawing on or about April 28, 2024, from all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of Sponsor as to the selection of the winner will be final. The potential winners will be notified

using the information provided during entry by any of email, telephone, mail, a post on the potentially winning entry or through a direct message on a social media service (if applicable) (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after the drawing. The Sweepstakes Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email. A potential prize winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance so use of a P.O. Box is discouraged. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "Affidavit") and return the Affidavit within the time period specified at notification before being eligible to receive his or her prize(s). If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected, in Sponsor's discretion. Non-compliance shall result in disqualification, and the prize(s) may be forfeited or awarded to an alternate winner, in Sponsor's discretion. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and the prize(s) may be forfeited or an alternate potential winner may be selected, in Sponsor's discretion. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

5. Odds. Odds of winning will depend upon the total number of eligible entries received.

6. Prize(s) and Values. One (1) prize will be awarded, as follows: one (1) Sweepstakes winner (the "Winner") will receive a prize consisting of one (1) AeroGarden Harvest 2.0 and one (1) Certified Reconditioned Explorian Series (the "Prize"), with the Prize having an approximate retail value ("ARV") of \$409.90. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject to prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the Winner(s) with part or all of his or her Prize, Sponsor may elect to provide such Winner(s) with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All Prizes are 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). Winner(s) will be solely responsible for all federal, state, local and/or provincial taxes, and for any other fees or costs

associated with the Prize(s) they receive, regardless of whether they, in whole or in part, are used. The ARV of each Prize 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. The Winner(s) may be required to provide Sponsor with a valid social security number for tax reporting purposes before the Prize(s) will be awarded. An IRS Form 1099 may be issued in the name of each Winner for the actual value of the Prize received by such Winner. Unclaimed Prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. The Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prize(s) or any Prize that is undeliverable or does not reach the Winner because of an incorrect or changed address. If the Winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and the Sponsor will have no further obligation with respect to that Prize or portion of the Prize. No more than the stated Prizes will be awarded. The total ARV of all of the Prizes awarded in this Sweepstakes is \$409.90. The Sponsor is not responsible for, and no Winner will receive, the difference, if any, between the actual value of such Winner's Prize(s) at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Limit of one (1) Prize per person.

7. **Publicity Release.** Subject to applicable law, Winner(s) irrevocably grant to the Sponsor and its licensees, successors, assigns and sub-licensees the right and permission to use their name, voice, likeness, biographical material, and/or entry for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize(s) to the Winner(s).

8. **Tampering with Sweepstakes.** The Sponsor is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor or Administrator believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor or Administrator, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING THE SWEEPSTAKES WEBSITE) OR WIDGET OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the Prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

9. **Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment

failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or Prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

10. Waivers, Disclaimers and Releases. By participating in the Sweepstakes, entrant agrees to release, discharge, indemnify and hold harmless the Sponsor, Sponsor Entities, Facebook and Instagram, and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties") from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) entrants' participation in the Sweepstakes (including travel to/from or participation in any Sweepstakes or Prize-related activity); (ii) any acceptance, possession, misuse or use of any Prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, including those arising from any travel to/from any Prize event or activity); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize. Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to Prizes, including, without limitation, to any Prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the Prizes provided in connection with the Sweepstakes; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Widget or Sponsor or affiliated entities'

respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize, including express warranties provided exclusively by a Supplier that may be sent along with a Prize. The Released Parties are not responsible for any changes or unavailability of any social media platform used for purposes of entering this Sweepstakes that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the social media platform for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via the social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes.

11. Entry Information and Sweepstakes Communications. As a condition of entering the Sweepstakes, each entrant 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 Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list.

12. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor, or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) 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; (B) 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; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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 (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT 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.

13. Dispute Resolution. The parties each agree to finally settle all disputes only through arbitration; provided, however, Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Cuyahoga County, Ohio, 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 parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes 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 Cleveland, Ohio. 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 Cuyahoga County, Ohio. 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 entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

14. List of Sweepstakes Winner(s)/Official Rules Requests. To receive a list of Winner(s), send a stamped self-addressed envelope to: "Sweepstakes Winners List", 8615 Usher Road, Cleveland, Ohio 44138, within sixty (60) days of expiration of the Entry Period. Please indicate which Sweepstakes winners list you are requesting by referencing the name of the Sweepstakes in your request. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Sweepstakes Official Rules", 8615 Usher Road, Cleveland, Ohio 44138, prior to the end of the Entry Period. Please indicate which Sweepstakes Official Rules you are requesting by referencing the name of the Sweepstakes in your request.

15. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit 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. Entrants 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 Sweepstakes-related materials, privacy policy or terms of use on Sponsor's 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.

16. Identification of Sponsor. This Sweepstakes is sponsored and administered by Vita-Mix Management Corporation. 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 Sponsor or the Sweepstakes.

//END OF OFFICIAL RULES//