

## **BRAVA AND VITAMIX HOLIDAY GIVEAWAY RULES, TERMS AND CONDITIONS**

### **NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR TO**

### **WIN**

**ENTRY PERIOD:** The Brava and Vitamix Holiday Giveaway Rules, (“Giveaway”) begins at 12:00 p.m. Pacific Time on November 28, 2023, and ends at 12:00 p.m. Pacific Time on December 6, 2023 (the “Entry Period”).

**ADMINISTRATOR:** The administrators of this Giveaway are Brava Home, Inc., whose headquarters are located at 312 Chestnut Street, Redwood City, California 94063 (“Brava”) and Vita-Mix Corporation (“Vitamix”) whose headquarters are located at 8615 Usher Road, Cleveland, Ohio 44138 USA (“Administrator”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Terms of Service (<https://www.brava.com/welcome/TermsOfService>) (the “Terms of Service”).

**ELIGIBILITY:** The Contest is open only to individuals who are 18 years of age or older at the time of entry and who reside in the United States. One entry per individual throughout the event is allowed. Administrator, and their employees and each of their immediate family members (e.g., spouse, parents, children, and siblings, and their respective spouses, regardless of where they live) and individuals living in the same households as each of those individuals, whether related or not, are not eligible to enter or win. This Contest is void where prohibited.

**ANNOUNCEMENT TIME:** Administrator will announce the Winner(s) on or about 5:00 p.m. Pacific Time on December 7, 2023, via the Winner(s) email addresses (the “Announcement Time”). The prize(s) for the Winner(s) will be awarded as soon as practicable following such announcement.

#### 1. Giveaway Rules.

(a) **HOW TO ENTER:** To enter into the Giveaway (“Enter” and each act of Entering, an “Entry”), an Eligible Entrant (as defined below) must (i) enter the giveaway by submitting a form with their email on <https://shop.brava.com/pages/vitamix> or <https://www.vitamix.com/brava>. Each Eligible Entrant may submit a maximum of one Entry in the Giveaway. Only Entries submitted via the methods above are eligible. Entries submitted via any other method will NOT be accepted. Entries must be received no later than the close of the Entry Period. Duplicate Entries will be disqualified. Entries generated by script, macro, or other automated means are void, as are entries that are illegible, garbled, incomplete, or that contain errors. Administrator is not responsible for Entries that are unavailable due to privacy restrictions set by the Entrant.

(b) **Winning the Giveaway; Prizes.** As soon as practicable following the conclusion of the Entry Period, the Administrator shall select two Entries (2 “Winning Entries”) from the set of all Entries

submitted with an Entry made in accordance with these Rules, Terms and Conditions (“Terms”), via random selection. The Eligible Entrant(s) who submitted the Winning Entries shall be the winners of the Giveaway (the “Winners”). As their prize for winning the Giveaway, two randomly selected Winners shall be provided one (1) silver Brava Glass with select accessories (\$1595 USD value) and (1) Vitamix Ascent Series A3500 Gold Label — White (\$699.95 USD value); each a “Prize”. Winner’s information shall be shared between the Administrators for the purpose of coordinating Prize distribution. The Administrator will announce the Winners as described in Section 1(e) below and will also notify the Winners that they have won the Giveaway by messaging the Winners via the Winners’ submitted email addresses. If the winners cannot be contacted; is ineligible; fails to claim a Prize; if a Prize or Prize notification is returned undeliverable; or if the winners otherwise fail to fully comply with these Terms, they will forfeit that Prize and, at the Administrator’s discretion, the Prize will be awarded to another randomly selected Entrant or will not be awarded. Brava and Vitamix reserve the right to substitute a prize of equal or greater value if the advertised Prize is unavailable for any reason. The Prize is not transferable and not redeemable for cash. Each Winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the Prize they receive. Lost, destroyed, or stolen Prizes will not be replaced.

(c) Restrictions. You represent, warrant, and covenant that your Entry and other information you submit to the Administrator in connection with the Giveaway (i) do not infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) do not violate any law, statute, ordinance or regulation; (3) are not harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable.

(d) Odds. The odds of winning a prize depend on the total number of eligible entries received during the Giveaway period. As this is a giveaway with randomly selected winners, winning is dependent upon the quantity of entries received and random numbers generated from Microsoft Excel.

(e) Winners’ Names: For the names of the winners, available after December 7, 2023, mail a self-addressed, stamped envelope by no later than February 7, 2023, to Vita-Mix Corporation, Attn: Coordinator Global Brand Marketing, 8615 Usher Road, Cleveland, Ohio 44138 USA.

(f) Contest Administrator’s Privacy Policies: Information collected is subject to Administrator’s privacy policies at [https://www.vitamix.com/us/en\\_us/privacy-statement](https://www.vitamix.com/us/en_us/privacy-statement) and <https://www.brava.com/welcome/Privacy>. Information collected by Brava or Vitamix may be shared with each Administrator.

## 2) Terms and Conditions.

Entry Giveaway; Applicability of Terms of Service. By Entering into the Giveaway, you consent to receive marketing, advertising, and promotional messages to your email account from Brava, Vitamix or any of its designees. You may opt-out of receiving promotional messages according

as identified in the Contest Administrator's Privacy Policies (unless and until you submit an appropriate request to opt out of receiving such notifications) and you agree to be bound by the Terms of Service. The Terms of Service shall apply to all submissions in connection with the Giveaway, including but not limited to Entries, and all such submissions shall be deemed User Submissions under the Terms of Service. In the event of any conflict between these Terms and the Terms of Service, these Terms shall prevail.

**ADMINISTRATORS DECISIONS ARE FINAL AND BINDING:** The results of the Giveaway, all decisions by the Administrator related to whether an entry complies with the Terms and Conditions, and the interpretation by Administrator of these rules are final and binding on all entrants and other participants as to all aspects of this Giveaway.

(b) **NO WARRANTY.** THE GIVEAWAY IS PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WHERE AVAILABLE" BASIS, AND ADMINISTRATOR, AND THEIR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON INFRINGEMENT, IN CONNECTION WITH THE GIVEAWAY. FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO OR MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE FOREGOING LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(c) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL ADMINISTRATOR BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE CONTEST, EVEN IF ADMINISTRATOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) IN NO EVENT WILL ADMINISTRATOR'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE GIVEAWAY, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE GREATER OF THE RETAIL VALUE OF THE PRIZE ACTUALLY AWARDED TO YOU OR TEN U.S. CENTS (\$0.10). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. ADMINISTRATOR DISCLAIMS ALL LIABILITY OF ANY KIND OF ADMINISTRATOR' LICENSORS AND SUPPLIERS. UNDER NO CIRCUMSTANCES WILL ADMINISTRATOR BE LIABLE IN ANY WAY FOR ANY GIVEAWAY (INCLUDING WITHOUT LIMITATION ANY USER SUBMISSIONS), INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER SUBMISSIONS), OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER SUBMISSIONS) POSTED, EMAILED,

ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

(d) Governing Law. These Terms shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted under or in connection with these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Delaware for any actions for which Administrator retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Delaware is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

(e) Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM Administrator. For any dispute with Administrator, you agree to first contact us at [legal@brava.com](mailto:legal@brava.com) and attempt to resolve the dispute with us informally. In the unlikely event that Administrator has not been able to resolve a dispute it has with you after sixty (60) days, you and Administrator each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof, by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Delaware, unless you and Administrator agree otherwise. If you are an individual using the Products or Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Administrator from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

(f) Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PRODUCTS OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS

WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS YOU AND ADMINISTRATOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ADMINISTRATOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

(g) Modifications. Administrator reserves the right to make changes to these Terms from time to time. Administrator will post notice of modifications to these Terms on this page. You should ensure that you have read and agree with the most recent set of Terms when Enter into or Vote on the Giveaway. Continued participation in the Giveaway following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms. No other purported modification to these Terms will be effective unless in writing and signed by a duly authorized representative of Administrator.

(h) Entire Agreement and Severability. These Terms, and any duly made modifications hereto, constitute the entire agreement between you and Administrator regarding their subject matter. All section titles are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, all other provisions will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable. Neither party is an agent or partner of the other party.

(i) No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term and any other term. Any failure by Administrator to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

(j) Survival. Any term of these Terms that, by its terms or its nature, should survive the termination of these Terms shall survive accordingly.

(k) Assignment. Neither these Terms, nor any associated rights or obligations, may be assigned or otherwise transferred by you without Brava's prior written consent. These Terms may be assigned by Brava without restriction. These Terms are binding upon any permitted assignee.

(l) Notifications. Brava may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, mobile notifications, hard copy, or posting of such notice on brava.com. Brava is not responsible for any automatic filtering you or your network provider may apply to email notifications. Brava recommends that you add @brava.com email addresses to your email address book to help ensure you receive email notifications from Brava.

(m) California Residents. Brava's address is 312 Chestnut Street, Redwood City, California

94063. Vitamix's business address is 8615 Usher Road, Olmsted Falls, Ohio 44138. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

(n) Customer Service. If you have any questions or concerns regarding the Products, the Services, or these Terms, please contact us at [hello@brava.com](mailto:hello@brava.com).

(o) Void Where Prohibited. The Giveaway is void wherever prohibited or restricted by any mandatory national, state or other government laws in form and language as provided herein and is subject to all applicable mandatory federal, state and local laws.