

## VITAMIX AND MADE IN GIVEAWAY, TERMS AND CONDITIONS

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

**ENTRY PERIOD:** **Vitamix and Made In Giveaway**, (“Giveaway”) begins at 12:00 PM Eastern Time on January 30, 2024, and ends at 12:00 PM Eastern Time on February 2, 2024 (the “Entry Period”).

**ADMINISTRATOR:** The administrators of this Giveaway are Vita-Mix Corporation and its affiliates, including Vita-Mix Management Corporation, whose headquarters are located at 8615 Usher Road, Olmsted Township, Ohio 44138 (“Vitamix”) and Made In Cookware whose headquarters are located at 1005 E St Elmo Rd, Bldg 2, Austin, Texas 78745 (“Made In”) (each an “Administrator” and collectively the “Administrators”).

**ELIGIBILITY:** The Giveaway is open only to individuals who are the age of majority in their state of residence at the time of entry and who reside in the United States of America or the District of Columbia. One entry per individual throughout the event is allowed. Administrators, and their employees’, officers’ and directors’ 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 Giveaway is void where prohibited by law. By participating in this Giveaway, each Entrant(as defined below) unconditionally accepts and agrees to comply with and abide by these official “Terms and Conditions” and the decisions of the Administrators, including the interpretation of these official Terms and Conditions and its exercise of discretion, which will be final and binding in all respects.

**ANNOUNCEMENT TIME:** Administrators will announce the Winner(s) on or about 5:00 PM Eastern Time on February 8, 2024, 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:** Each individual who submits an eligible entry in accordance with these Terms and Conditions is considered an “Entrant.” To enter into the Giveaway (“Enter” and each act of Entering, an “Entry”), an eligible Entrant must (i) enter the giveaway by submitting a form with their email on <https://home.madeincookware.com/made-in-x-vitamix-giveaway/> or [www.vitamix.com/madein](http://www.vitamix.com/madein) ; or (ii) enter the Giveaway by legibly hand printing on a 3”x5” card the Entrant’s full name, complete address, email address, and date of birth, and mail such card with proper postage post marked by February 2<sup>nd</sup> 2024 and received by 12:00pm EST February 6<sup>th</sup> 2024 to either 8615 Usher Road, Cleveland, Ohio 44130 (ATTN: Coordinator, Global Brand Marketing) or 1005 E St Elmo Rd, Bldg 2, Austin TX 78745. Each Eligible Entrant may submit a maximum of one (1) 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 or postmarked 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. Administrators are 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, each Administrator shall select one (1) Entry (for a total of two (2) "Winning Entries") from the set of all Entries submitted to such Administrator in accordance with these Terms and Conditions, 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, each of the two (2) randomly selected Winners shall be provided 1 Made In 6-Piece Stainless Clad Set (\$636 value) and 1 Vitamix Ascent Series A3500 with Stainless Steel Container (\$729.95 value); each a "Prize", with the Prizes having a total approximate retail value ("ARV") of \$1365.95 Winner's information shall be shared between the Administrators for the purpose of coordinating Prize distribution. The Administrators will announce the Winners as described in Section 1(e) below and will also notify the Winners that they have won the Giveaway by contacting the potential Winners using the information provided during entry by any of email, telephone or mail. If a winner cannot be contacted; is ineligible; fails to claim a Prize; if a Prize or Prize notification is returned undeliverable; or if the winner otherwise fail to fully comply with these Terms and Conditions, 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. The ARV of each Prize is based on the available information provided to the Administrators and the value of any Prize awarded to a Winner may be reported for tax 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. If the Winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and the Administrators will have no further obligation with respect to the Prize or portion of the Prize. No more than the stated Prizes will be awarded. Administrators 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 Administrators 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.

(e) **Winners' Names:** For the names of the winners, available after February 8, 2024, mail a self-addressed, stamped envelope to Vita-Mix Corporation, Attn: Coordinator Global Brand Marketing, 8615 Usher Road, Cleveland, Ohio 44138 USA or 1005 E St Elmo Rd, Bldg 2, Austin TX 78745.

(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://madeincookware.com/pages/privacy-policy>. Information collected by an Administrator may be shared with the other Administrator.

(g) **Tampering with Giveaway:** The Administrators are not responsible for the actions of Entrants in connection with the Giveaway, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Giveaway. Persons found tampering with or abusing any aspect of this Giveaway, or whom either Administrator believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Giveaway, as determined at the sole and absolute discretion of the Administrators, 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 A GIVEAWAY WEBSITE) OR WIDGET OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATORS RESERVE THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Administrators reserve the right, at their 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 Terms and Conditions, 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.

## 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 each Administrator or any of its designees. You may opt-out of receiving promotional messages accordingly 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. With regard to Vitamix, such "Terms of Service" are the provisions found at [https://www.vitamix.com/us/en\\_us/legal-notice](https://www.vitamix.com/us/en_us/legal-notice). With regard to Made In Cookware, such "Terms of Service" are the provisions found at <https://madeincookware.com/pages/privacy-policy>. 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 Conditions and the Terms of Service, these Terms and Conditions 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'S 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 and Conditions 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 and Conditions 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 [BrandPartnerships@vitamix.com](mailto:BrandPartnerships@vitamix.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 and Conditions, 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) Suspension/Modification/Termination: In the event that an Administrator is prevented from continuing with the Giveaway 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 Giveaway by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court of jurisdiction, or other cause not reasonably within Administrator's control (each a "Force Majeure" event or occurrence), Administrator shall have the right to modify, suspend or terminate the Giveaway or Prize. Additionally, Administrator reserves the right to make changes to these Terms and Conditions from time to time. Administrator will post notice of modifications to these Terms and Conditions on this page. You should ensure that you have read and agree with the most recent set of Terms and Conditions when entering 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 and Conditions. No other purported modification to these Terms and Conditions will be effective unless in writing and signed by a duly authorized representative of Administrator.

(h) Entire Agreement and Severability. These Terms and Conditions, and any duly made modifications hereto, constitute the entire agreement between you and any 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 and Conditions 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. No party is an agent or partner of any other party.

(i) No Waiver. No waiver of any term of these Terms and Conditions 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 and Conditions shall not operate as a waiver of such right or provision.

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

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

(l) Notifications. Administrators 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 [www.vitamix.com/madein](http://www.vitamix.com/madein). Administrators are not responsible for any automatic filtering you or your network provider may apply to email notifications.

(m) California Residents. Made In Cookware's address is 1005 E St Elmo Rd, Bldg 2, Austin Texas 78745. 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 and Conditions, please contact us at [BrandPartnerships@vitamix.com](mailto:BrandPartnerships@vitamix.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.

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