

Gridiron Grub Contest Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

The Gridiron Grub Contest ("**Contest**") starts on February 2, 2023, at 12:00am EST and ends on February 12, 2023, at 11:59pm EST ("**Contest Period**"). Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules.

ELIGIBILITY: This Contest is open to small-to-medium sized businesses with a principal place of business in one of the fifty (50) United States and District of Columbia. To be considered an eligible "small-to-medium sized business" for purposes of this Contest, the business and/or owner must meet all of the following criteria: (1) the owner of the business must be a legal resident of one of the fifty (50) United States or the District of Columbia at the time of entry; (2) the owner of the business must be at least eighteen (18) years old at the time of entry; (3) the owner of the business must be an authorized agent of the business; (4) the business must not be a subsidiary of a larger business; (5) the business may not have more than fifteen hundred (1500) of employees on its payroll at the time of entry (part-time employees and the owner are included in this calculation); and (6) the business must be able demonstrate they are an actual operating business at the time of entry. TikTok Inc. ("**Sponsor**") may request valid proof of eligibility, including any relevant documentation and/or information. Sponsor shall determine, in its sole discretion, whether an entry meets the eligibility criteria to participate in the Contest including, without limitation, the sufficiency of proof provided. Sponsor's decisions regarding eligibility and all other aspects of the Contest are final and binding. Void where prohibited by law. Employees of Sponsor, its parent, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws. By participating, each entrant agrees to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest and acknowledges that any violation of these Official Rules may result in disqualification from the Contest. This Contest is not sponsored, endorsed, affiliated, or administered by the National Football League, its affiliates, or member clubs.

HOW TO ENTER: During the Contest Period, to enter: (1) post an original and public (the "Private account" settings feature must be disabled) video no less than ten (10) seconds in duration to your account on the TikTok service in which you share a food item you think fans will enjoy while watching the Big Game; (2) include #GridironGrubContest in the caption of your post before the "more" button; (3) include #smallbusiness, the name of your business, and the city and state in which your business is located in the caption of your post; and (4) not include any music in your post or only use music from the "Commercial Sounds" drawer of the TikTok service (collectively an "**Entry**"). Entrants may submit up to three (3) Entries maximum. Any attempts by an entrant to submit more than three (3) Entries into this Contest will result in that Entrant being disqualified. All Entries must be received before the end of the Contest Period. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. You must have the TikTok service to enter, which is free to download and use. These Official Rules are subject to, and shall also include, our [Terms of Service](#), [Privacy Policy](#), and any other applicable terms and or rules, as such terms may be amended from time to time (the

“Platform Documents”). To the extent of any conflict or inconsistency between the provisions of these Official Rules and the Platform Documents, the provisions of these Official Rules shall control solely with respect to the Contest.

REQUIREMENTS OF ENTRIES: All Entries must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

By submitting an Entry, you agree that such Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason, including if it determines that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content. Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate;
- violates any law; and/or
- violates the [TikTok Community Guidelines](#).

WINNER DETERMINATION: Following the conclusion of the Contest Period, all eligible Entries received will be judged by a panel of qualified judges from Sponsor based on the following equally weighted criteria: (1) creativity, (2) storytelling, and (3) engagement (“**Criteria**”). The top five (5) entrants who submit the Entry(ies) that receive the highest score(s) will each be deemed the potential winner(s). There will be five (5) winners in total. In the event of a tie for any prize, a tie-breaker judge will judge the tied Entries using the Criteria to determine the winner(s). Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries for that prize. All decisions of the Sponsor and judges are final and binding. Sponsor will not reveal the judging scores for any Entry.

WINNER NOTIFICATION: Potential winners will be notified by email or telephone and may be required to execute and return an Affidavit of Eligibility, Liability and, unless prohibited, Publicity Release. If a potential winner does not respond to the initial notification within the time period stated in the email notification, does not return all required documentation within the time period stated, or if a prize notification or prize is returned as undeliverable, or such potential winner is not in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, a runner-up will be notified. Each prize will be wire transferred to the account information provided by each winner.

PRIZES: There will be a total of five (5) cash prizes each with an Approximate Retail Value ("ARV") of \$5,000.00. The total ARV of all prizes is \$25,000.00. Each of the five (5) winners will receive a \$5,000.00 cash prize. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All federal, state and local taxes, if any, and all other costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winners. Winners may not substitute, assign or transfer prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. All prize details are at Sponsor's sole discretion. Limit one (1) prize per winner.

PUBLICITY GRANT AND LICENSE/USE OF ENTRIES: By submitting an Entry, each entrant waives all moral rights in and to the Entry and grants to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the Entry and all elements of such Entry, together with any other material, and the name, user name, city and state of residence, voice, image and/or likeness of entrant (including, but not limited to, profile photo), in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever including, without limitation, advertising, trade, and press. Entrant agrees that, if required by Sponsor, he/she on behalf of their business will sign documents to this effect. Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

GENERAL CONDITIONS: By participating, each entrant agrees to release, discharge and hold harmless Sponsor, its parent, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "**Released Parties**") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries, emails, phone calls, or communications of any kind; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or

difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize(s) or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the TikTok service. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner(s) from all eligible, non-suspect Entries received prior to action taken using the winner determination procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE TIKTOK SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

USE OF DATA: Sponsor will be collecting personal data about entrants in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.tiktok.com/legal/page/us/privacy-policy/en>. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Contest or on a Contest Winners list.

GOVERNING LAW, DISPUTES, & LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligation of the entrants, Sponsor or Released Parties in connection with this Contest will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. The parties agree that any dispute arising out of or relating to this Agreement will be settled by mandatory binding arbitration in accordance with the provisions contained in TikTok's Terms (located at <http://www.tiktok.com/legal/terms-of-use?lang=en>), which Terms are incorporated in this Agreement by reference. Judgment upon the award so rendered may be entered in any court of proper jurisdiction. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of competent jurisdiction for injunctive or other equitable relief, and the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Southern District of California for such purpose.

BY ENTERING THE CONTEST, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE

LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED AND WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (B) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, MULTIPLE, OR SPECIAL DAMAGES, LOST PROFITS, OR ANY OTHER DAMAGES.

WINNERS LIST: To receive the name(s) of the winner(s) (available after February 17, 2023), send an email to: impact@tiktok.com by no later than March 1, 2023.

SPONSOR: TikTok Inc. 5800 Bristol Parkway, Suite 100, Culver City, CA 90230.