

## CONTEST RULES, TERMS AND CONDITIONS

The Contest Rules, Terms and Conditions (these “**Terms**”) set forth the rules, terms and conditions applicable to your eligibility for, entry into the contest of Brava Home, Inc., whose headquarters are located at 312 Chestnut Street, Redwood City, California 94063 (“**Brava**”), described below (the “**Contest**”). 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**”).

### 1. **Contest Rules.**

- (a) **Entry.** To enter into the Contest (“**Enter**” and each act of Entering, an “**Entry**”), an Eligible Entrant (as defined below) must (i) post a photo of their Brava Grilled Cheese (i.e. a grilled cheese that was cooked using a Brava) to their Instagram account, Instagram Stories and/or to the the Brava Home Community Facebook Group (<https://www.facebook.com/groups/BravaHomeCommunity>) and tag it @BravaHome and #BravaGrilledCheese and (ii) abide by all of these Terms. Each Eligible Entrant may submit a maximum of 5 photos in the Contest.
- (b) **Winning the Contest; Prizes.** As soon as practicable following the conclusion of the Entry Period, Brava shall select, in its sole and absolute discretion, one (1) Entry (the “**Winning Entry**”) from the set of all Entries submitted in accordance with these Terms, in Brava’s sole and absolute discretion. The Eligible Entrant who submitted the Winning Entry shall be the winner of the Contest (the “**Winner**”). As his or her prize for winning the Contest, the Winner shall be awarded, in the Winner’s discretion, either (i) one (1) Brava Metal Tray Bundle (i.e. two Brava Metal Trays) or (ii) a one (1) hour video conference consultation with a Brava Chef. Brava will announce the Winner as described in Section 1(e) below. The Winner shall be responsible for paying all applicable taxes and duties in connection with the award of a prize to such Winner.
- (c) **Eligibility.** Any individual who is an Authorized User (including Owners) of Brava Products and complies with the Entry requirements in Section 1(a) is eligible to Enter into the Contest (“**Eligible Entrant**”). By Entering in the Contest, you represent and warrant that: (x) you satisfy all of the foregoing eligibility requirements, (y) you are over the age of 13, and (z) in the event you are between the age of 13 and the age of majority in the jurisdiction where you reside, you will only Enter under the supervision of a parent or legal guardian who agrees to be bound by these Terms. Any use or access to the Contest, whether by Entering into the Contest or otherwise, by individuals under the age of 13 is strictly prohibited and is a violation of these Terms. NO PURCHASE IS NECESSARY TO BE ELIGIBLE TO ENTER INTO IN THE CONTEST.
- (d) **Applicable Dates.** Each Eligible Entrant may Enter into the Contest from and after September 16, 2020 at 9:00 AM Pacific Time through September 30, 2020 at 9:00 AM Pacific Time (the “**Entry Period**”). Brava will announce the Winner on October 1, 2020 on or about 12:00 PM Pacific Time via Brava Home’s Facebook and Instagram accounts (the “**Announcement Time**”). The prize for the Winner will be awarded as soon as practicable following such announcement.
- (e) **Restrictions.** You represent, warrant, and covenant that each Entry and other information you submit to Brava in connection with the Contest (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.

## 2. **Terms and Conditions.**

- (a) **Email Consent; Applicability of Terms of Service.** By Entering into the Contest, (i) you agree to be bound by the Terms of Service and (ii) if you submitted your email address in connection with your Entry, you consent to receive marketing, advertising and promotional emails to such email address from Brava or any of its designees (unless and until you submit an appropriate request to opt out of receiving such emails) and. The Terms of Service shall apply to all submissions in connection with the Contest, 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.
- (b) **NO WARRANTY.** THE CONTEST IS PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WHERE AVAILABLE” BASIS, AND BRAVA AND ITS 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 CONTEST. **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 BRAVA 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 BRAVA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) IN NO EVENT WILL BRAVA’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE CONTEST, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE GREATER OF THE RETAIL VALUE OF THE PRIZE ACTUALLY AWARDED TO YOU OR ONE U.S. CENT (\$0.01). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. BRAVA DISCLAIMS ALL LIABILITY OF ANY KIND OF BRAVA’S LICENSORS AND SUPPLIERS. UNDER NO CIRCUMSTANCES WILL BRAVA BE LIABLE IN ANY WAY FOR ANY CONTENT (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 California, 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 San Mateo County, California for any actions for which Brava 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 San Mateo County, California 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 BRAVA. For any dispute with Brava, 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 Brava has not been able to resolve a dispute it has with you after sixty (60) days, you and Brava 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 San Mateo County, California, unless you and Brava 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 Brava 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 BRAVA AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BRAVA 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.** Brava reserves the right to make changes to these Terms from time to time. Brava 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 the Contest. Continued participation in the Contest 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 Brava.

- (h) **Entire Agreement and Severability.** These Terms, and any duly made modifications hereto, constitute the entire agreement between you and Brava 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 Brava 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. 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.