## FLAVOR EQUATION PREORDER OFFER – RULES AND ELIGIBILITY

## **OFFICIAL TERMS AND CONDITIONS**

By submitting an entry to the Flavor Equation Preorder Campaign ("Preorder Offer"), you acknowledge that you have read and agree to be bound by these Official Rules and the decisions of Chronicle Books LLC ("Sponsor" or "Chronicle"), and that you satisfy all eligibility requirements. By participating in the Preorder Offer, you agree to receive emails from the Sponsor and participating partners of Sponsor. You may opt-out of email communication at any time by clicking the unsubscribe link in the email.

**ELIGIBILITY**: The Preorder Offer is open only to those who sign up at the preorder page and who are legal residents of the United States and 18 years of age as of the date of entry. The following individuals are not eligible to participate in the Preorder Offer: (a) employees of the Sponsor and its parent, affiliate and subsidiary companies; (b) employees of Staub USA; California Olive Ranch; or Spiceology and its parent affiliate and subsidiary companies; (c) members of the immediate family of person in (a) or (b) and/or those living in the same household as a person in (a) or (b). All federal, state and local laws and regulations apply. People who redeem the offer agree to be bound by the terms of these official rules and by the decisions of the Sponsor, which are final and binding on all matters pertaining to this offer. The Preorder Offer is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**HOW TO ENTER**: Between 09/14/2020 12:01 am PST and 10/22/20 11:59 pm PST ("Offer Period") you can enter the offer by visiting <a href="https://niksharma.chroniclebooks.com/">https://niksharma.chroniclebooks.com/</a> and following the instructions there. No purchase is necessary to enter or win. A purchase or payment of any kind will not increase your chances of winning. Void in Alaska and Hawaii, and where prohibited by law. Entries using macro, script or other forms of automatic entry will be disqualified. All entries must be submitted during the Offer Period, regardless of method of entry. Sponsor is not responsible for late, lost, incomplete, inaccurate, illegible, or misdirected entries or entries not received for any reason. All entries become property of the Sponsor and will not be acknowledged or returned. Limit one entry per person/per email address.

OFFER AND APPROXIMATE RETAIL VALUE: Sponsor will randomly select one grand prize of one (1) Staub Cast Iron 12-inch Round Steam Grill - Black Matte and one (1) Staub Cast Iron 12-inch x 8-inch Roasting Pan - Matte Black; one (1) complete premium spice kit (54 essential spices) from Spiceology; and an Assortment of 12 bottles of 100% California and our California Reserve Collection\*, 500ml) from California Olive Ranch ("Offer") Approximate retail value of Offer is \$1,250. Winner cannot transfer offer or redeem Offer for cash, and the Offer is valid only for the items detailed above, with no substitution. All taxes are the sole responsibility of the winner, and all other expenses not specified herein are the responsibility of the winner. Sponsor has no responsibility for cancellations, delays, or any other change by any company or person providing any element of the Offer due to reasons beyond Sponsor's control, and is not responsible or liable for any expenses incurred as a consequence thereof. The Offer is awarded without warranty of any kind from Sponsor, express or implied, without limitation.

**ODDS:** The odds of winning depend on the number of entries received.

**WINNER SELECTION**: Sponsor reserves the right select winners from eligible entries received as of the end of Offer Period. Without limiting the foregoing, Sponsor may reject any entrant, if in Sponsor's sole judgment, the entrant has been disqualified, has questionable eligibility or is otherwise ineligible to enter or participate.

**WINNER NOTIFICATION**: On or about 10/23/20, the potential Offer winner will be notified via email at the email address provided by potential winner. A potential winner must respond to Sponsor's notification within five (5) business days after the date of notification. A potential winner's failure to respond to the prize notification within the specified five (5) business days will be considered such potential winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries. After initial contact has been made,

subsequent communication may take place via e-mail or telephone. A potential winner may be required to sign and return, where legal, an Affidavit/Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within seven (7) calendar days of receipt. If such document is not returned within the specified time period, a prize or prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, that potential winner's prize will be forfeited and an alternate winner will be selected. Upon prize forfeiture, no compensation will be given. In the event of a dispute as to the identity of any potential winner, Sponsor reserves the right in its sole discretion to select another winner and the unidentifiable potential winner will forfeit all rights to a prize.

**RIGHTS GRANTED**: By participating, each entrant agrees to allow the use of his/her name, voice, performance, photograph/video, image and/or likeness for editorial, administrative, programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and participating partners of Sponsor, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

**RELEASE OF LIABILITY**. Entrants agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Preorder Offer and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Preorder Offer; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**USE OF DATA**. By participating in the Preorder Offer, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. To read the complete privacy policy and how your data is managed, <u>click here</u>.

**GOVERNING LAW**: All issues and questions concerning the construction, validity, interpretation and enforce ability of these Official Rules or the rights and obligations of participants or Chronicle in connection with the Offer shall be governed by and construed in accordance with the internal 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 state laws. Claims may not be resolved through any form of class action. Venue for all suits will be in federal or state courts located in County of San Francisco, California.

**SEVERABILITY**: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**WINNERS LIST**: A copy of the list of winner's name may be obtained by sending a written request to: Flavor Equation Preorder Campaign/Chronicle Books, 680 2nd Street, San Francisco, CA, 94107 postmarked by 10/24/20 and received by 11/01/20.

SPONSOR: The Sponsor of the Preorder Offer is Chronicle Books LLC, 680 2nd Street, San Francisco, CA, 94107 USA