

SPLIT + SMITTEN VALENTINE'S DAY 2019 GIVEAWAY

Official Rules

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

2. SPONSOR: The primary sponsor of the Sweepstakes is Split Bread, Inc. on behalf of its brand, Split ("Sponsor"), 563 Clay Street, San Francisco, CA 94111.

3. PROMOTION PERIOD: The Split + Smitten Valentine's Day 2019 Giveaway (the "Sweepstakes") begins at 12:00:00 PM Pacific Time on February 10, 2019 and ends at 5:00:00 PM Pacific Time on February 13, 2019 ("End Date").

4. ELIGIBILITY: The Sweepstakes is open only to residents of the 50 United States of America or the District of Columbia (excluding Rhode Island) who are 18 years of age or older as of their time of entry. Employees of Sponsor, its prize providers and licensors, and each of the foregoing entities' affiliates, authorized designees and other related entities, and any other individual or entity associated with the development, judging or administration of the Sweepstakes (collectively, the "Sweepstakes Entities"), as well as members of such employees' immediate families (spouses, children, siblings, parents), and persons living in the same household as such persons, whether or not related, are not eligible to participate in the Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram.

5. HOW TO ENTER: Go to the Instagram account of @hellosplit or @smittenicecream (either via the mobile app or at www.instagram.com/hellosplit www.instagram.com/smittenicecream), tag another Instagram account in the comments of the @hellosplit or @smittenicecream giveaway post on February 10, 2019, like the post and follow both @hellosplit and @smittenicecream. Entrant must follow @hellosplit and @smittenicecream on Instagram during the Promotion Period to be eligible for a prize. Each entrant may enter the contest an unlimited number of times during the Promotion Period. Each entrant must tag a unique Instagram account to count as a valid entry.

6. INDEMNIFICATION: Each entrant hereby agrees to indemnify and hold the Sponsor harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the covenants, representations and warranties of entrant hereunder.

7. GRANT OF RIGHTS: By entering the Sweepstakes, each entrant hereby irrevocably grants to Sponsor and its affiliates, and their respective successors and assigns, a non-exclusive, transferable, fully-paid, royalty-free, worldwide, perpetual, license, including the unlimited right to sublicense, to use, copy, edit, modify, alter, transcode, adapt, translate, publicly perform, publicly display, store, reproduce, transmit and distribute any aspect of the entry or the entrant identity by means of any and all media and devices whether now known or hereafter devised, including, without limitation, on the [SPLIT website](#) and [SPLIT Instagram](#) page.

8. WINNER SELECTION: One (1) valid entry during the Promotion Period, will be selected at random by Sponsor and designated as the winning entry. All results of the selection are final and binding, subject to these Official Rules. In the event of a dispute as to the identity of a

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winner, the winner will be deemed to be the person in whose name the email account governing the e-mail address was opened. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the prize, the prize may be forfeited and awarded to an alternate winner. No more than the advertised number of prizes will be awarded.

10. PRIZES: One (1) Grand Prize, consisting of one (1) \$40.00 USD Split gift card and one (1) \$25.00 USD Smitten Ice Cream gift card, will be given away to the winner. Prizes will be delivered only to address(es) in the United States. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prizes are unavailable, in whole or in part, for any reason.

WINNERS ARE RESPONSIBLE FOR REPORTING AND PAYING ANY AND ALL INCOME, SALES OR EXCISE TAXES THAT MAY APPLY TO ACCEPTING PRIZES; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.

11. ODDS: The odds of winning depend on the number of eligible entries received. Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes.

12. NOTICE TO WINNER: Attempts to notify potential winners will be made by emailing the address given when winners are notified via direct message within Instagram on or about February 14, 2019. Sponsor is not responsible for e-mail, telephone or other communication problems of any kind. If, despite reasonable efforts, a potential winner does not respond within seven (7) days of the first notification attempt (or such shorter time as exigencies may require), or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected.

13. VERIFICATION OF WINNERS: Potential winners may be required to execute an affidavit of eligibility, liability release, and (where imposing such condition is legal) a publicity release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within fourteen (14) days of prize notification (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected.

14. SPONSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ENTRIES THAT ARE ENTERED BY OTHER THAN HUMAN MEANS (SUCH AS BY AN AUTOMATED COMPUTER PROGRAM OR ANY NONHUMAN MECHANISM, ENTITY, OR DEVICE), IN EXCESS OF THE STATED LIMIT, OR FOR ENTRIES THAT ARE LATE, FORGED, DESTROYED, LOST, MISPLACED, STOLEN, MISDIRECTED, TAMPERED WITH, INCOMPLETE, DELETED, DAMAGED, GARBLED, OR OTHERWISE NOT IN COMPLIANCE WITH THESE OFFICIAL

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RULES, AND ALL SUCH ENTRIES WILL BE DISQUALIFIED. Entrants agree that the Sweepstakes Entities and Instagram (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

15. BY ENTERING, WITHOUT LIMITATION, REASONABLE OUTSIDE ATTORNEY'S FEES AND COSTS), WHETHER CAUSED BY NEGLIGENCE OR NOT, THAT MAY ARISE IN CONNECTION WITH: (I) THE ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES, (II) TYPOGRAPHICAL ERRORS IN THE OFFICIAL RULES OR ANY SWEEPSTAKES PROMOTIONAL MATERIALS, (III) ACCEPTANCE OR POSSESSION, DEFECTS IN, USE, MISUSE OR INABILITY TO USE ANY PRIZE (OR ANY COMPONENT THEREOF), (IV) ANY CHANGE BY ANY COMPANY OR ANY OTHER PERSON PROVIDING ANY OF THE COMPONENTS OF A PRIZE DUE TO REASONS BEYOND ANY OF THE SWEEPSTAKES ENTITIES' CONTROL OR AS OTHERWISE PERMITTED HEREUNDER, (V) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION, OR MODIFICATION OF THE SWEEPSTAKES, (VI) HUMAN ERROR, (VII) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT OR TRANSMISSION OF ANY PART OF THE ENTRY (INCLUDING, WITHOUT LIMITATION, THE ENTRY INFORMATION OR ANY PARTS THEREOF), (VIII) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF THE WEBSITE OR ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEM, COMPUTER DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, OR INTERNET SERVICE PROVIDER UTILIZED BY ANY OF THE SWEEPSTAKES ENTITIES OR BY AN ENTRANT, (IX) INTERRUPTION OR INABILITY TO ACCESS THE SWEEPSTAKES, ANY SWEEPSTAKES-RELATED WEB PAGES, OR ANY ONLINE SERVICE VIA THE INTERNET DUE TO HARDWARE OR SOFTWARE COMPATIBILITY PROBLEMS, (X) ANY DAMAGE TO ENTRANT'S (OR ANY THIRD PERSON'S) COMPUTER OR ITS CONTENTS RELATED TO OR RESULTING FROM ANY PART OF THE SWEEPSTAKES, (XI) ANY LOST OR DELAYED DATA TRANSMISSIONS, OMISSIONS, INTERRUPTIONS, DEFECTS, OR ANY OTHER ERRORS OR MALFUNCTIONS, (XII) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSIONS ON THE PART OF ANY OF THE SWEEPSTAKES ENTITIES, OR ANY OF THEIR AGENTS OR EMPLOYEES, OR (XIII) ANY OTHER CAUSE, CONDITION OR EVENT WHATSOEVER BEYOND THE CONTROL OF ANY ONE OR MORE OF THE SWEEPSTAKES ENTITIES. EACH WINNER HEREBY ACKNOWLEDGES THAT THE SWEEPSTAKES ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR COMPONENT THEREOF, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES PROVIDED BY ANY OF THE PRIZE PROVIDERS ASSOCIATED WITH THIS SWEEPSTAKES.

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16. Acceptance of a prize constitutes each winner's permission for Sponsor to use such winner's name, photograph, likeness, voice, biographical information, Sweepstakes entry material(s), statements and address (city and state) for advertising or publicity purposes, worldwide, and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.

17. Sponsor reserves the right to suspend or cancel the Sweepstakes or modify these Official Rules as necessary for any reason or as required by applicable law. Sponsor reserves the right, in its sole discretion, to disqualify from the Sweepstakes, and ban from any future promotions, any person it believes to have intentionally violated these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or to have tampered with any element of the Sweepstakes without notice to the disqualified or banned person.

18. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

18. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes shall 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 laws rules or provisions. Any legal claims arising out of or relating to the Sweepstakes or these Official Rules must be brought in the federal or state courts located in San Francisco, California.

19. To obtain any legally-required winners list (after the conclusion of the Sweepstakes) or a copy of these Official Rules, send a self-addressed envelope and affix the proper postage (except where prohibited by law) to: Split Marketing – Split + Smitten Valentine's Day 2019 Giveaway, 563 Clay Street, San Francisco, CA 94111. Please specify "Winners List" or "Official Rules" and the name of the Sweepstakes in your request.