

THE PAPANICHOLAS GOLDEN BEAN QUEST INSTANT-WIN SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SWEEPSTAKES ENTRY PERIOD: The PapaNicholas Golden Bean Quest Instant-Win Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Sunday, September 15, 2024 and ends at 11:59:59 PM ET on Tuesday, December 31, 2024 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, who are age 21 or older at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of NAPCO Inc. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: The Promotion has two components: An Instant Win Game (the "Instant Win Game"), and a Random Draw Grand and First Prize Sweepstakes (the "Sweepstakes"). To enter both the Instant Win Game and the Sweepstakes, during the Promotion Period visit www.papanicholasgoldenbean.com (the "Promotion Site"), follow all instructions to complete the registration form in its entirety, and submit the form. By filling out the registration form in its entirety and submitting it pursuant to the instructions on the Promotion Site you will receive one (1) entry into the Sweepstakes and one (1) Instant Win Game play (the "Entry"). Each day thereafter, for the remainder of the Promotion Period, you will be able to return to the Promotion Site, complete the registration form in its entirety and submit the form to receive one (1) additional entry into the Sweepstakes and one (1) additional Instant Win Game play. **Limit: One (1) Sweepstakes entry and one (1) Instant Win Game play per person per day.**

Any additional entries, and/or plays will be void and ineligible. For the purposes of this Promotion, a "day" is defined as the twenty-four (24) hour time period commencing at 12:00:00 AM ET and ending at 11:59:59 PM ET. Although the Sponsor and/or Administrator may receive a participant's subsequent attempts to enter on a given day, only the first complete Sweepstakes entry and/or Instant Win Game Play received from a particular participant on that day will be eligible; subsequent attempts by the same person to enter/play during that same day, including entries/plays submitted with an alternate email address, will be disqualified. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

All completed registration forms become the property of the Sponsor and will not be acknowledged or returned. The Promotion Site's database clock will be the official timekeeper for the Promotion. Incomplete registration forms will not be accepted and are void. Participants must have a valid

email address to enter and/or win. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries and/or plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries/plays and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. The information provided by participants on the registration form will only be used for the purposes of this Promotion and as otherwise permitted by Sponsor's privacy policy, available at <https://napcobrands.com/policies/privacy-policy>. By participating in this Promotion, participants agree to be bound by these Official Rules and decisions of Sponsor and/or Administrator, including their respective agents and representatives, which are final and binding on all matters relating to this Promotion.

Limit: One (1) Entry per person per day regardless of whether entrant has more than one email address. All entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Instant Win Game Prizes: There are 830 Instant Win Game Prizes ("Instant Win Prizes") available to be won as depicted in the Instant Win Prize Game Chart below. **Total ARV of all Instant Win Game Prizes available to be won in the Instant Win Game: \$38,400. Limit: One (1) Instant Win Game Prize per person.**

Odds of winning an Instant Win Prize are dependent on the random winning time selected for each Instant Win Prize available to be won, the number of participants in the Promotion, and the time and order any participant's entry is submitted and recorded. The number of Instant Win Prizes available will diminish as they are awarded.

Instant Win Prize Chart			
Number of Instant Win Prizes Available	Prize Level	Prize Description	ARV
50	Bronze	One (1) \$20 PapaNicholas Gift Card	\$20 each
250	Bronze	One (1) PapaNicholas Coffee Mug	\$25 each
50	Bronze	One (1) PapaNicholas Coffee Travel Mug	\$50 each
250	Bronze	One (1) PapaNicholas Shirt (size as indicated on entry form)	\$30 each
100	Bronze	One (1) French Press Brewer	\$40 each
50	Bronze	One (1) Bodum Hot Water Kettle	\$40 each

50	Bronze	One (1) PapaNicholas Gold-Colored Spoon	\$25 each
10	Silver	One (1) Chemex Automatic Brewer	\$350 each
20	Silver	One (1) 1-Year Coffee Subscription awarded as one (1) \$520 PapaNicholas gift card	\$520 each

Grand Prize: There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a trip package for two (2) people, Grand Prize winner and one (1) guest (the “Guest”), to Hawaii. Grand Prize trip package includes:

- Round-trip, coach-class air-transportation for Grand Prize winner and Guest to Hawaii from a major airport nearest the winner’s residence as determined by Sponsor;
- Five (5) nights hotel accommodations based on a single room with double occupancy at a hotel of Sponsor’s choice;
- Tour for winner and Guest to a coffee farm on Kona;
- Two (2) tickets to a traditional Hawaiian luau; and
- \$2,000 awarded in the form of a check winner may use toward ground transportation and other expenses .
- **The ARV of Grand Prize: \$7,000.** The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded.

First Prize: There are three (3) First Prize available to be won. Each First Prize includes one (1) Jura Espresso Machine. **The ARV of the First Prize: \$1,500 each.**

Grand Prize and First Prizes collectively referred to herein as “Sweepstakes Prizes”.

The total ARV of all Sweepstakes Prizes available to be won in the Sweepstakes: \$11,500.

The total ARV of all prizes available to be won in connection with this Promotion: \$49,900.

The odds of winning a Sweepstakes Prize will depend upon the total number of eligible Sweepstakes entries received during the Promotion Period.

LIMIT: One (1) Instant Win Game prize per person. The odds of winning an Instant Win Game prize are dependent on the random winning time selected for each Instant Win Game prize available to be won, the number of participants in the Promotion, and the time and order any participant’s entry is submitted and recorded. The number of Instant Win Prizes available will diminish as they are awarded.

INSTANT WIN GAME PRIZE SELECTION & NOTIFICATION: Instant Win Game Prizes will be awarded throughout the Promotion Period, pursuant to the process set forth herein. Eight hundred thirty (830) random, computer-generated winning dates and times, one for each Instant Win Prize available to be won, will be generated by the Administrator prior to launch. At the time a participant submits their Entry (subject to the requirements set forth above), if such participant is the first eligible participant to receive a play in connection with the Instant Win Game at or after a computer-generated, randomly selected winning time, that participant will receive an on-screen

notification alerting them that they are a potential winner of an Instant Win Prize. Non-winning entrants will also be notified on screen.

Potential Instant Win Prize winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements in these Official Rules. All winning claims are subject to verification by the Administrator and/or Sponsor, whose decisions are binding. Even if the Instant Win Game shows that you are a winner, you are not a winner until your eligibility and the potential winning Instant Win Game play have been verified. Once verified, Instant Win Prizes will be mailed to the Instant Winner's mailing address provided on the registration form within 60 days of on-screen notification. In the event that a potential Instant Win Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate Instant Win Prize winner selected by a random drawing from among all remaining eligible entries. Only one (1) alternate drawing will be held, after which any remaining Instant Win Prizes will remain un-awarded.

ALL POTENTIAL INSTANT WIN PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. A PARTICIPANT IS NOT A WINNER OF ANY INSTANT WIN PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED.

SWEEPSTAKES RANDOM DRAWING: The Sweepstakes Prize winners will be selected in a random drawing on or about **Wednesday, January 15, 2025** from among all eligible Sweepstakes entries received during the Promotion Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final. **LIMIT: One (1) Sweepstakes Prize per person.**

SWEEPSTAKES WINNER NOTIFICATION & VERIFICATION: Potential Sweepstakes Prize winners will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Guest of Grand Prize winner will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected. Trip must be taken within one (1) year from the time the winner is verified or prize will be forfeited in its entirety. The prize package will be awarded within approximately 45 days after the winner is verified.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

PRIZE CONDITIONS: Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize

of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Sponsor will not replace any lost or stolen prizes or components of a prize(s). Only the number of prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, winners will be determined in a random drawing from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of prize winner and/or their Guest(s). Any person that participates in the trip that is not deemed to be a Guest must pay their own expenses. Winner and Guest must travel on same itinerary. Winner and Guest must have valid photo ID and any other required documentation prior to departure. Prize must be used on dates specified or prize will be forfeited. Dates are subject to change. Travel is subject to availability. Trip must be booked in advance and travel must be completed within one (1) year of winner verification. Travel arrangements must be made through an agent of the Sponsor and on an airline carrier of Sponsor's choice, if applicable.

Grand Prize Winner and Guest must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect, which may include providing proof that Grand Prize winner and Guest have been fully vaccinated against COVID-19. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof.

Sponsor will, in its sole discretion, determine which airport is closest to the Grand Prize winner's home. In the event the Grand Prize winner's residence is in Hawaii such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. The Grand Prize winner and their Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Grand Prize winner elects to travel or partake in the Grand Prize with no Guest, no additional compensation will be awarded. All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for winner and their Guest to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or Guest other than to supply the remaining elements of the prize package minus the unused portion

of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the prize winner's and their Guest(s)'s transportation and such contracts shall be solely between the prize winner, their Guest(s) and such transportation companies. Trip components issued in connection with the prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, winner and/or Guests are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize will be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. Winner and Guest are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport with a minimum validity 6 months after the date of return) prior to travel. Winner's Guest must be legal U.S. resident, 18 years or older and the age of majority in their state of residence and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above.

In the event a winner or their Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the winner and/or their Guest home with no further obligation or compensation whatsoever to winner and/or Guest. In the event a winner engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

GENERAL: Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in DuPage County, IL and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in DuPage County, IL. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in DuPage County, IL. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are

subject to the Sponsor's Privacy Policy, which can be found at <https://napcobrands.com/policies/privacy-policy>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.papanicholasgoldenbean.com or send a self-addressed, stamped envelope by January 15, 2025, to: **The PapaNicholas Golden Bean Quest Instant-Win Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after 01/15/25), send a stamped, self-addressed envelope (no later than 02/15/25), to: **The PapaNicholas Golden Bean Quest Instant-Win Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

SPONSOR: NAPCO Inc. d/b/a Papanicholas Coffee, 1620 Frontenac Rd, Naperville, IL 60563.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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