

OFFICIAL RULES

PROMOTION DESCRIPTION: EarlyBird Central Inc. Last Minute Gift Giveaway (the "Giveaway") begins on or about December 21, 2020 at 12:00 p.m. Central Time ("PT") and ends December 25, 2020 at 11:59 a.m. Central Time (the "Promotion Period"). At the end of the Promotion Period, a winner will be selected from all eligible Submissions received during the Promotion Period as more fully set forth below. By participating in the Giveaway, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of EarlyBird Central Inc. ("Sponsor") which shall be final and binding in all respects.

ELIGIBILITY: Only legal residents of the fifty (50) United States or the District of Columbia (except Rhode Island) who are at least eighteen (18) years of age or have reached the age of majority in their state of residence during the Promotion Period are eligible to enter. Officers, directors and employees of Sponsor, and each of their parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively as the "Promotion Entities"), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Giveaway or win a prize. This Giveaway is void where prohibited. By entering the Giveaway, you agree to Sponsor's use of your personal information as described in the Sponsor's Privacy Policy. In addition, all Submissions in the Giveaway must comply with Sponsor's Terms of Use and other applicable guidelines.

HOW TO ENTER: Send a gift using the EarlyBird website or mobile app ("Website"), follow EarlyBird on Instagram, and tag a friend in the comments (the "Submission"). **No further purchase is necessary to enter or to win. Additional purchases or payments of any kind will not increase chances of winning.**

Entrants acknowledge that the Last Minute Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram, and the entrant completely releases Instagram of any obligations relating to the Last Minute Giveaway.

To double your chances of winning, share EarlyBird's Giveaway announcement on Instagram with your social media network.

LIMITATIONS: Limit one (1) Submission per entrant.

WINNER SELECTION AND NOTIFICATION: At the end of the Promotion Period, one (1) winner will be selected at random from all entries received during the Promotion Period. Winner will be notified by email following the Promotion Period using the contact information provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If any potential winner does not respond within the time required by Sponsor, or if the winner notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential winner will be disqualified and the prize may be awarded to an alternate winner.

PRIZE: One prize winner will receive \$500 to give or invest through EarlyBird.

GENERAL PRIZE CONDITIONS: 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 the prize listed is unavailable, in whole or in part, for any reason. The prize will be awarded only if the potential prize winner fully complies with these Official Rules. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Giveaway materials are for illustrative purposes only. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. The prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential prize winner may be required to execute an Affidavit of Eligibility, a 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 one week of prize notification, the winner may be disqualified and an alternate winner may be selected.

DISCLAIMER: Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each person who enters this Giveaway represents and warrants as follows: (i) none of the content or information provided as part of such person's Submission does or will violate or infringe upon the intellectual property rights or other rights of any third party; (ii) the Submission does not and will not violate any applicable laws; and (iii) the Submission is not and will not be obscene, defamatory, libelous, hate speech, offensive, or otherwise objectionable. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all 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 warranties, representations or agreements of entrant hereunder.

GRANT OF RIGHTS: For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Giveaway hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Submission and any portion thereof throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder,

in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements.

PUBLICITY RELEASE: By participating in the Giveaway, in addition to any other rights which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Giveaway, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Website or the Giveaway or other promotions, and hereby release the Promotion Entities from any liability with respect thereto.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Each entrant agrees that the Promotion Entities (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 Giveaway or any Giveaway-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. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system or smartphone which is occasioned by accessing the Website, App, or otherwise participating in the Giveaway, or for any computer system, smartphone, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Giveaway, or the Website to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Giveaway is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Giveaway as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Giveaway as contemplated herein by any

event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Giveaway. Notwithstanding the foregoing, Sponsor may terminate the Giveaway at any time and for any reason within Sponsor's sole discretion without providing any prior notice to entrants. If the Giveaway is terminated before the designated end date, Sponsor may (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Giveaway does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future have any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Giveaway, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the

distribution or exploitation thereof, and Sponsor may at any time abandon the use of the any Submission for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS: Because of the unique nature and scope of the Giveaway, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Giveaway.

FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNERS LIST/OFFICIAL RULES: To receive information about the winner, send an email to: support@getearlybird.io. All such requests must be received within six (6) weeks after the end of the Promotion Period. These Official Rules will be posted on the Website.

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