

OFFICIAL RULES

Antoni Porowski Cooking Class Sweepstakes & Contest

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR ODDS OF WINNING. VOID IN ALASKA, HAWAII, AND PUERTO RICO. VOID WHERE PROHIBITED BY LAW.

1. **Agreement to Official Rules.** By submitting an Entry for the Antoni Porowski Cooking Class Sweepstakes & Contest (the “**Contest**”) you (referred to as “**you**” or “**your**” or “**Entrant**”), the individual nominating a fantastic human resources leader (referred to as the “**Nominee**”), accept and agree to these official rules (“**Official Rules**”). You agree that the decisions of the judges and administrators of Degree Inc. (d/b/a Lattice and referred to as the “**Sponsor**”) are final and binding.

2. **Prize.** One winner will be selected to receive a cooking class hosted by Antoni Porowski for up to 50 participants, including ingredients. The estimated retail value of the cooking class is \$200. The estimated retail value of the ingredients for the cooking class is \$10,000 (for 50 people, not including shipping). The total average retail value of all prizes is \$41,500 (including estimated shipping). If the actual value of the prize is less than the stated prize value, the difference will not be awarded in cash. Limit one prize per Entrant. The winner may not substitute the prize for another prize, transfer the prize or receive a cash redemption, except at the Sponsor’s sole discretion. The Sponsor reserves the right to substitute a prize of equal or greater value. Arrangements for delivery of the prize will be made after the winner is validated and has returned the Affidavit and Release.

3. **How to Enter.** You may enter the Contest beginning on January 26, 2021, at 8:30 a.m. pacific standard time, and the Contest will end on March 23, 2021, at 3:30 p.m. pacific standard time (“**Entry Period**”). To enter the Contest, you must visit www.lattice.com/give-praise and follow the instructions to fully complete the entry form and submit the entry form by clicking “submit” (your submission, an “**Entry**”). Your Entry must be received during the Entry Period to be eligible. For purposes of determining the start and end time of the Contest, Sponsor’s computer will be the official clock. You (the “**Entrant**”) will be required to provide your name, company name, email address, as well as the name, company name, email address of the person you are praising (the “**Praise recipient**”). You are not required to purchase any products or services to submit an entry. Each Entry is submitted on behalf of your employer organization. As part of your Entry, you will be asked to tell us why you are praising your colleague. While we do encourage you to provide enough information to allow us to fully understand why your Nominee is exceptional, *we do not want you to provide any sensitive information about you, the praise recipient, or any other person.* A submission will be rejected if it includes sensitive information.

4. **Selecting Winners.** Five Entries will be drawn at random from all eligible Entries within the three business days following the conclusion of the Entry Period. Each of the five randomly selected Entries will be judged by one (1) or more qualified judges selected by the Sponsor. The decision of the judge(s) is/are final. The judge will review the eligible Entries, and each will be judged based on the following final judging criteria (“**Judging Criteria**”): The extent to which the Entrant, Praise recipient, and entrant employer entities demonstrate Inclusivity and Positivity of Message 50%, Originality of Entry 50%. The winning Entry that receives the highest score by the judge of the five selected at random. In the event of a tie, the Sponsor will appoint a tie-breaking judge to evaluate the tied Entries, using the Judging Criteria, to determine which of the tied Entries will be the winner, subject to verification of eligibility. The winning Entry will be selected on or about March 30, 2021, and the Entrant who submitted the winning Entry will be contacted by phone and/or email to verify the information in the Entry, confirm that the Entrant and the Entrant’s organization are eligible to receive the prize. The winner will be notified by email and must sign and return an Affidavit of Eligibility and Release within seven days of the date of email notification. In the event the winner is ineligible, fails to comply with these Official Rules, or if Sponsor is unable to contact the winning Entrant within five business days, then an alternative winner will be selected from remaining eligible Entries. Failure to respond within the applicable time period will result in forfeiture of the prize, and the Sponsor shall have the option to award the prize to an alternate winner. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED.

5. **Additional Eligibility Requirements.** Your Entry must be your own, original work and it must be verifiable and submitted in English. Upon the submission of the Entry, you grant Sponsor the non-exclusive, royalty-free, and irrevocable right to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the information that you submit in the Entry and to incorporate the information into other works in any format or media, worldwide, and in perpetuity. By submitting an Entry, you represent that the information you submit is yours, is accurate and complete, and that you have the sole and exclusive right to grant the foregoing rights to the Sponsor. You represent that your Entry will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. Only individuals who physically reside in one of the 48 continental United States or the District of Columbia and who are 18 years of age or older on the date that the Entry period begins are eligible to enter. Employees, contractors, consultants, directors, or officers of the Sponsor or Speedy Popo, Inc., and, in each case, their immediate families and household members (regardless of where they live and whether related or not), are not eligible to enter Contest. In addition, government officials and government employees are not eligible to enter the Contest. Certain employers may prohibit their employees' participation in sweepstakes and contests; therefore, you must ensure that your employer's policies do not prohibit your submitting the information in the entry form or your participation in the Contest. To be eligible for the prize, you must provide an accurate email address. Communication about the Contest will only be provided to the registered email address associated with each participant. Your use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries submitted and result in your disqualification from the Contest. All potential winners are subject to eligibility verification by the Sponsor, whose decisions are final and binding.

6. **Social Media.** For entries posted on social media sites, the Sponsor advertises the Contest on Facebook, Instagram, Twitter, Reddit or LinkedIn, and you acknowledge that Facebook, Instagram, Twitter, Reddit and LinkedIn are not sponsors, administrators, or promoters of the Contest.

7. **Taxes.** The winner of the prize is responsible for all income taxes resulting from acceptance of the prize. By entering the Contest, you acknowledge that you or your organization (if your organization accepts the prize) will be responsible for any taxes associated with winning and accepting the prize. The Sponsor will provide the winner with an IRS 1099-Misc form.

8. **Consent to Use of Name and Likeness; Email Communications.** By participating in the Contest or accepting a prize, you consent to the Sponsor's use of your name, likeness, the content of your Entry, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. By participating in the Contest, you consent to receive email communications from Sponsor, including marketing communications.

9. **Data Privacy.** When you participate in the Contest, you consent to receive marketing communications from the Sponsor. Information submitted with an Entry is subject to the Lattice Privacy Policy available at www.lattice.com/privacy. In addition, you specifically acknowledge and consent to the Sponsor's use of your personally identifiable information, including name, email address, communications, and other Entry information in connection with the administration of the Contest and disclosure of such information to Antoni Porowski and third-party service providers necessary to provide the prize.

10. **Disclaimer and Limitation of Liability.** THIS CONTEST IS BEING MADE EXCLUSIVELY BY THE SPONSOR. NEITHER SPONSOR, LINKEDIN, TWITTER, FACEBOOK, ANTONI POROWSKI, NOR THEIR SUBSIDIARIES OR AFFILIATED ENTITIES ARE RESPONSIBLE FOR THE CONTEST OR FOR ERRORS IN ANY CONTEST-RELATED MATERIALS OR TRANSACTIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION. SPONSOR IS NOT RESPONSIBLE FOR LATE, LOST, STOLEN, MANGLED, MISDELIVERED, POSTAGE DUE, ILLEGIBLE, INCOMPLETE OR LATE ENTRIES, OR FOR AN ENTRANT'S FAILURE TO RECEIVE PRIZE NOTICES DUE TO SPAM, JUNK EMAIL OR OTHER SECURITY SETTINGS, FOR YOUR PROVISION OF INCORRECT OR OTHERWISE NON-FUNCTIONING CONTACT INFORMATION OR ANY OTHER TECHNOLOGICAL DIFFICULTIES THAT MAY PREVENT AN INDIVIDUAL FROM PARTICIPATING OR CLAIMING A PRIZE.

THE SPONSOR IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, OR TELEPHONE FAILURE OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS OR FRAUD, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION WHETHER CAUSED BY SPONSOR, USER, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST, OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESS OF SUBMISSIONS WHICH MAY LIMIT A PARTICIPANT'S ABILITY TO PARTICIPATE IN THIS CONTEST. NEITHER SPONSOR, LINKEDIN, FACEBOOK, TWITTER, ANTONI POROWISKI, NOR THEIR SUBSIDIARIES OR AFFILIATED ENTITIES ARE RESPONSIBLE FOR ANY DAMAGES OR INJURY INCURRED BY ANY ENTRANT OR A WINNER AS A RESULT OF WINNING (OR OTHERWISE).

THE SPONSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, FUNCTIONALITY, SAFETY, OPERATION OR OTHERWISE WITH RESPECT TO THE PRIZE. THE WINNER IS SOLELY RESPONSIBLE FOR ITS USE OF THE PRIZE, INCLUDING ANY DAMAGE, HARM, INJURY, OR HEALTH ISSUE WHICH MAY RESULT FROM THE WINNER'S USE, MISUSE, OR POSSESSION OF THE PRIZE.

By entering the Contest, you waive all right to and holds Sponsor harmless from any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with your participation in the Contest or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND, IN SUCH CASE, THE ABOVE LIMITATION DOES NOT APPLY TO YOU.

If, in the Sponsor's opinion, there is an error in the Contest which compromises the integrity of the Contest, if the Sponsor suspects that the Contest has been tampered with, or Sponsor believes that technical difficulties (including viruses and bugs) may compromise the integrity of the Contest, Sponsor reserves the right to, in its sole discretion, cancel or modify the Contest in any manner deemed appropriate by Sponsor (including suspension, extension or termination of the Contest).

11. **Choice of Law and Forum.** You agree that any dispute arising out of or relating to the Contest or these Official Rules will be governed by, and construed in accordance with, the laws of California, without giving effect to any of its conflict of laws provisions thereof. You further agree that any legal suit, action, or proceeding arising out of or relating to this Contest and these Official Rules shall be brought exclusively in the applicable federal or state courts located in San Jose, California.

12. **Winners List:** For the name of the prize winner name, which will be available after March 30, 2021, send an email to contests@lattice.com.

13. **Sponsor.** The Sponsor and address are:

Lattice Marketing / Antoni Porowski Contest
600 Battery St 2nd floor,
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