The Human Bean Promotion OFFICIAL RULES

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: The Human Bean Promotion (the "**Promotion**") begins on July 14, 2025 at 4:00:01 a.m. Central Time ("**CT**") and ends on August 11, 2025 at 11:59:59 p.m. CT (the "**Promotion Period**"). The Promotion consists of a random draw sweepstakes (the "**Sweepstakes**") wherein three (3) "Sweepstakes Prizes" (as defined below) will be awarded in a random drawing at the end of the Promotion Period from among all eligible entries received during the Promotion Period and an online instant win game ("**Instant Win**") wherein Instant Win prizes/offers will be awarded, as described herein. Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of The Human Bean, 623 Rossanley Drive, Medford, OR 97501 ("**Sponsor**"), which shall be final and binding in all respects.

Apple Inc. is not a sponsor of, nor is it in any way affiliated with or responsible for the administration of this Promotion.

ELIGIBILITY: Only legal United States residents residing in Arizona, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Kentucky, Maryland, Missouri, New Jersey, New Mexico, Nevada, Ohio, Oregon, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virgina, and Wyoming who are eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of Sponsor, CataBoom Technologies LLC ("Administrator"), their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win a prize/offer. Promotion is void outside of the states listed above, Washington, D.C., Puerto Rico, U.S. Territories and Possessions and where prohibited by law.

HOW IT WORKS: During the Promotion Period, go to <u>https://thehumanbean.com/pages/the-human-bean-sweepstakes</u> (the "**Website**") locate the link to the Promotion, complete the registration form in its entirety and follow the on-screen instructions to play the game. Once you have completed the game, you will be informed immediately if you have won an Instant Win prize/offer, subject to verification of eligibility, and receive one (1) entry into the Sweepstakes.

Limit one (1) play and entry per person per day. For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Sweepstakes Period beginning at 12:00:00 a.m. CT and ending twenty-four (24) hours later at 11:59:59 a.m. CT.

By participating in this Promotion, you consent for Sponsor to obtain, use, and transfer your name, address, email and other details for prize/offer fulfillment purposes and marketing, advertising and other commercial purposes as set forth in Sponsor's Privacy Policy available at https://thehumanbean.com/policies/privacy-policy.

Instant Win Prize/Offer Winner Determination: One (1) computer generated winning time will be randomly generated for each Instant Win prize/offer available in this Promotion. If you are the first participant to play the game at or after one of the randomly generated times, you will be a potential winner of the Instant Win prize/offer indicated, subject to verification of eligibility. If you are a potential Instant Win prize/offer winner, you will be provided with

instructions on how to claim your Instant Win prize/offer during your online session. If you receive a message that contains any message other than a winning message, you are not an Instant Win prize/offer winner.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification. All entries become the property of Sponsor.

In the event of a dispute over the identity of a potential winner, entry will be deemed completed by the authorized account holder of the email address associated with the winning registration as long as such person is otherwise eligible in accordance with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes/offers are claimed than intended, the intended prize/offer will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes/offers set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE/OFFER. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE/OFFER, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize/offer claim is solely the responsibility of the participant.

SWEEPSTAKES PRIZE WINNER SELECTION AND NOTIFICATION: At the conclusion of the Promotion Period, the potential Sweepstakes Prize winners will be randomly selected from all eligible entries received during the Promotion Period. The potential Sweepstakes Prize winners will be notified by telephone and/or e-mail, using contact information provided at the time of entry Sponsor/Administrator shall have no liability for any potential Sweepstakes Prize winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential Sweepstakes Prize winner does not respond within seventy-two (72) hours of the first notification attempt, or if the Sweepstakes Prize or Sweepstakes Prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit their Sweepstakes Prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) alternate potential winners of a Sweepstakes Prize in accordance with the above procedure, after which the Sweepstakes Prize in question may go unawarded if it remains unclaimed. If any potential Sweepstakes Prize winner is found to be ineligible, or if they have not complied with these

Official Rules or decline the Sweepstakes Prize for any reason prior to award, such potential Sweepstakes Prize winner will be disqualified and an alternate Sweepstakes Prize winner may be selected.

PRIZES/OFFERS/ODDS:

SWEEPSTAKES PRIZES:

One (1) Grand Prize is available. The Grand Prize consists of a 5-day / 4-night trip ("**Trip**") for the winner and one (1) travel companion to Costa Rica. The Trip will consist of the following: (a.) round-trip economy class air transportation for the winner and their travel companion from a major airport near the winner's home (as determined by Sponsor) to San José, Costa Rica; (b.) hotel accommodations for four (4) nights at a luxury eco-lodge chosen by Sponsor (one (1) room, double occupancy, room and tax only); (c.) breakfast each morning; (d.) one (1) guided Coffee Farm excursion; and (e.) \$500 for the winner only which may be used for additional meals, ground transportation and other activities. Approximate Retail Value ("**ARV**") of the Grand Prize is \$4,500.

TRAVEL MUST BE COMPLETED WITHIN ONE (1) YEAR OF AWARD OR PRIZE WILL BE FORFEITED. Travel companion must be at least eighteen (18) years of age unless winner is the parent or legal guardian of a minor travel companion. Travel companion (or if a minor, their parent or legal guardian) will be required to verify eligibility and to execute a Travel Companion Release, as directed by Sponsor. Failure to return the executed Travel Companion Release within the specified time period may result in forfeiture of participation for the Travel Companion. Winner and travel companion must each possess a valid passport a <u>minimum</u> of one (1) month prior to the earliest possible travel date and such passport must be valid for at least six (6) months following the latest possible travel date. Winner and travel companion will be responsible for obtaining the necessary passports, and other travel visas or other documents required for travel to Costa Rica (collectively, "**Required Travel Documents**"). Any and all costs associated with obtaining or expediting the Required Travel Documents will be the sole responsibility of the Grand Prize winner and travel companion. Sponsor is not liable for any expenses incurred resulting from denial of entry to Costa Rica or reentry at point of origin.

Winner is solely responsible for any and all unspecified expenses in conjunction with acceptance and use of the Grand Prize. For the avoidance of doubt, the winner shall be solely responsible for all costs, expenses, and incidentals associated with prize acceptance and use, including, but not limited to, ground transportation, additional meals, beverages, gratuities, phone calls, insurance, taxes, and any other expenses not specifically mentioned as being included.

All prize details are at the sole discretion of the Sponsor. If the winner is unable to participate in the Trip after travel has been booked, the prize will be forfeited in its entirety. Actual value of prize will depend on point of departure, any airfare fluctuations and seasonal pricing; any difference will not be awarded.

Winner and their travel companion must travel together on same itinerary. Winner and travel companion agree to undertake the Trip at their own risk. All travel arrangements must be made through Sponsor's agent. Airline carrier's regulations and conditions apply. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. Once Trip dates have been booked, no changes, extensions or substitutions are permitted, except at Sponsor's sole discretion. Sponsor will not replace any lost or stolen tickets or travel vouchers. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full airfare may be charged to the winner from

stopover point for the remaining segments, including return, of the Trip. Promotion Entities are not liable for any expenses incurred as a consequence of flight cancellation/delay. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Entities will not obtain travel insurance on behalf of the winner or travel companion. Travel is subject to flight availability and other travel restrictions may apply. Winner is responsible for all applicable travel and other insurance, all applicable airport charges, including, without limitation, any baggage charges, airport taxes, fuel charges and any applicable Customs or Federal inspection fees. The ARV for the Grand Prize is an estimate made before the Promotion begins. If the actual value of any prize is less than the ARV stated herein, winner will NOT be entitled to a check, cash or other form of payment for the price difference. The round-trip air transportation element for any travel prize begins and ends at the point of departure. A deposit or payment in advance, or presentation of a credit card by the winner, may be required at the time of check-in at the hotel. Other hotel fees are not included and if applicable may be payable at the time of check-out by the winner/travel companion. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. Winner cannot assign or transfer the prize to another person, except at discretion of Sponsor.

Trip Conduct: Winner and travel companion shall conduct themselves with due regard to the public conventions and morals. The winner and travel companion shall not, while representing the Promotion Entities during the Trip commit an offense involving moral turpitude under local laws or ordinances. The winner and travel companion shall not commit any act that will tend to degrade the Promotion Entities in society or bring the Promotion Entities into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend, or if the winner or travel companion engages in behavior that (as determined by Promotion Entities in their sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, the Promotion Entities reserve the right to terminate the Trip early and send the winner and travel companion home with no further obligation related to the prize.

Twelve (12) First Prizes are available. Each First Prize consists of Free Coffee for A Month. Awarded as a daily \$10 credit to each winner's Human Bean Rewards App account* each day for thirty (30) days. Each daily credit will expire at the end of the day that it is added to the winner's account and will not roll over. You must use the App to redeem this offer. This prize cannot be combined with other offers, rewards, promotions, or delivery services. This prize is non-transferable. The ARV of each First Prize is \$300.

The odds of winning a Sweepstakes Prize depends on the number of eligible Sweepstakes entries received during each corresponding Entry Period.

INSTANT WIN PRIZES/OFFERS:

UNCLAIMED/UNREDEEMED INSTANT WIN PRIZES/OFFERS WILL NOT BE AWARDED.

One Hundred (100) Beanfinity Tumbler Set Prizes are available with an ARV of \$8.75 each.

Three Hundred (300) Mystery Tumbler Prizes are available with an ARV of \$8.10 each.

One Hundred (100) Mystery T Swag Bag Prizes are available with an ARV of \$36.52 each.

One Thousand (1,000) 50% Off a Granita Digital Promo Code Offers are available. Winners will receive an email with a Digital Promo Code and must add the Offer as directed in the email to their Human Bean Rewards App account* by 11:59 p.m. CT on the date it is won. Offers must be redeemed within fifteen (15) days after receipt. You must use the App to redeem this offer.

Discount applies to the lowest-priced Granita in the order. This offer cannot be combined with other offers, rewards, promotions, or delivery services. This offer is non-transferable and has no cash value.

One Thousand (1,000) Buy One Bright Energy Drink Get One Bright Energy Drink Digital Promo Code Offers are available. Winners will receive an email with a Digital Promo Code and must add the Offer as directed in the email to their Human Bean Rewards App account* by 11:59 p.m. CT on the date it is won. Offers must be redeemed within fifteen (15) days after receipt. You must use the App to redeem this offer. Discount applies to a drink of equal or lesser value. This offer cannot be combined with other offers, rewards, promotions, or delivery services. This offer is non-transferable and has no cash value.

Ten Thousand (10,000) 50 Beans Digital Promo Code Offers are available. Winners will receive an email with a Digital Promo Code and must add the Offer to their Human Bean Rewards App account* by 11:59 p.m. CT on the date it is won. This offer is non-transferable and has no cash value.

Odds of winning an Instant Win Prize/Offer depend on the total number of eligible plays and the time and date upon which they are entered. Limit one (1) Instant Win Prize/Offer per person one (1) Sweepstakes Prize per person throughout the Promotion Period. The ARV of any prize/offer is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize/offer is awarded or redeemed. If the actual purchase price of a prize/offer is less than the ARV stated herein, the prize/offer winner will NOT be entitled to a check, cash or other form of payment for the price difference.

*You must have a Human Beans Rewards App account to claim this prize/offer. For more information and to download the App go to <u>https://thehumanbean.com/pages/rewards-app</u>. Data charges may apply to downloading and use of the App. Check with your carrier for details.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize/offer furnished by third parties in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES/OFFERS ARE 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.

Any potential Sweepstakes Prize winner must sign and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate potential Sweepstakes Prize winner will be selected. Winners 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. Any winner of prizes that collectively total \$600 or more will receive an IRS Form 1099 following receipt of such prizes for the actual retail value of the prizes received.

GENERAL: Acceptance of a prize/offer constitutes prize/offer winner's permission for Sponsor and its designees to use prize/offer winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes

worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree 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 Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize/offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize/offer, including, without limitation, to such prize's/offer's quality or fitness for a particular purpose, its value, the ability to re-sell such prize/offer, or that the prize/offer will continue to function or be displayed as intended. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, 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 submissions or prize/offer 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 Promotion, 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 Promotion, 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 Promotion if it determines, in its sole discretion, that the Promotion 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 Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select any remaining winner(s) in a random drawing from all eligible, non-suspect registered participants 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. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official 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 Official 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.

GOVERNING LAW: 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 PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF OREGON WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNER'S LIST: For the names of winners of prizes valued at \$25 or more, send a selfaddressed, stamped envelope to: The Human Bean Promotion, 2100 N Greenville Ave #400, Richardson, TX 75082. All such requests must be received within six (6) weeks after the end of the Promotion Period.