

**“The Friendly Pizza Ghost” Coloring Contest
Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. PARTICIPATION CONSTITUTES ENTRANT’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED.

I. CONTEST PERIOD: The “The Friendly Pizza Ghost” Coloring Contest (the “Contest”) begins on or about 11:00:01 a.m. Pacific Standard Time (“PST”) on October 7, 2021 (“Start Date”) and ends at 11:59:59 p.m. PST on October 31, 2021 (the “Promotion Period”). The entry portion of the Contest begins on or about 11:00:01 a.m. Pacific Standard Time (“PST”) on October 7, 2021 (“Start Date”) and ends at 11:59:59 p.m. PST on October 30, 2021 (the “Entry Period”). The Contest is sponsored by Pieology Pizzeria 2642 Michelle Drive Suite 100, Tustin, CA 92780 (the “Sponsor” and “Prize Supplier”). The official clock for purposes of the Contest is the computer of the Sponsor.

II. ELIGIBILITY: The Contest is open to legal residents of the fifty (50) United States and DC that are at least thirteen (13) years of age or older at the time of entry during the Entry Period. To participate in the Contest, the Entrant must have Internet access and an Instagram account. Becoming an Instagram member is free. If you are not an Instagram member, and would like to become one, visit www.Instagram.com. Officers, members, directors and employees of the Sponsor, and any of their respective parent companies, affiliated companies, subsidiaries, dealers, franchisees, licensees, distributors, suppliers, subsidiaries, participating retailers, advertising / promotion / judging agencies, persons engaged in the development, production or distribution of materials for this Contest (collectively, the “Released Parties”) and the immediate family members (parent, in-laws, grandparents, children, grandchildren, siblings, and spouse) of, or persons living in the same household as such individuals (whether related or not), are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. **Void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, and where prohibited, taxed, or restricted by law.**

III. HOW TO ENTER THE CONTEST: During the Entry Period, an entrant (“Entrant”) can enter the Contest by:

- 1) Visiting the "Kids' Activities" page at <https://pieology.com/kidsactivities> and downloading the “The Friendly Pizza Ghost” coloring sheet pdf.
- 2) Coloring the coloring sheet with any art medium of their choosing.
- 3) Taking a picture of their completed coloring sheet and uploading it to Instagram as an original photo or video and tag @pieology to their post or story OR submitting by email to giveaways@pieology.com with the subject line “The Friendly Pizza Ghost” Entry.

Entrants must follow Pieology on the Instagram platform site (www.Instagram.com). In the event any minors below the age of 13 complete the coloring sheet, their legal guardian can submit their completed coloring sheet, and the legal guardian will be gifted the prize should the submitted coloring sheet be chosen as the winner. By registering and submitting an entry, each Entrant certifies they have read and agree with these Official Rules. The Entrant is responsible for all costs associated with uploading the post or video. The story or post (photo or video) file must be uploaded to Instagram and must conform to all file formats defined by the Instagram and application. The maximum length of a video submission is 30 seconds in duration. Limit one (1) entry per person and/or per e-mail address during the Entry Period. All entries must be received between October 7, 2021 and October 31, 2021. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the Entrant only. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial Contest subscription notification and/or entering service sites, will be declared invalid and disqualified for this Contest. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, delayed,

garbled, undelivered, or misdirected entries. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum number of entries. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned. Sponsor will be reviewing all post and story submissions.

IV. POST AND STORY RIGHTS AND REQUIREMENTS: By entering this Promotion, Entrants agree that each post and story entry becomes the property of Sponsor and that the Sponsor may use such post and story for any proper purpose. Any personally identifiable information collected during an entrant's participation in this Contest will be collected by Sponsor and used by Sponsor for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules.

Each post or story, and the components thereof, must be the original work of the Entrant or the legal minor of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and must have been created in a legal and safe manner. If the post or story contain any material or elements that are not owned by the Entrant and/or are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the post or story, any and all releases and consents necessary to permit the use and exhibition of the post or story and all of the components thereof by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the Story, and permission to reproduce, distribute, publicly display or otherwise use the post or story (collectively, the "Clearances"). By submitting a post or story, Entrant warrants, represents and consents to the submission and use of the post or story in the Contest, and to its posting on the Internet in connection with the Contest.

Post and story entries may not contain any of the following: i) Materials which include or constitute trademarks, trade names, commercial product brands, designer insignia, logos, depictions, designs, likeness of any celebrity (living or dead), copyrighted works, or other content created or owned by any person or entity other than Entrant (or Sponsor) or for which the Entrant has not obtained owner's permission to use; ii) Materials which contain phone numbers (other than the Sponsor phone number), website links, street addresses, e-mail addresses or license plate numbers; iii) Materials which contain profanities, vulgar language, lewd behavior, or are otherwise obscene or inappropriate for a general audience; iv) Materials which contain any depiction of real or simulated sexual acts; v) Materials which contain extensive or gratuitous violence, or depict an animal in a harmful or potentially harmful manner; vi) Materials which depict illegal acts; vii) Materials which contain unsafe actions, or use of fire or other materials that may result in personal injury or destruction of property; viii) Materials which violate anyone's privacy rights, violate any confidentiality or employment agreement, or which are defamatory; ix) Materials which are derogatory, inappropriate, indecent, obscene, hateful, tortuous, libelous, or slander the Sponsor, or any affiliated entity or person; x) Materials which promote bigotry, racism, hatred or harm against any group, animal, or individual, or are discriminatory based on race, religion, national origin, physical disability, age, gender, or sexual orientation or preference; xi) Materials which contain any computer virus, worm or other harmful computer programming; xii) Materials which do not comport with the Entry requirements; and xiii) Materials which Sponsor, in its sole discretion, deems to be otherwise objectionable. Entries which do not conform to these guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to verify at any time during the Contest that all necessary Clearances have been obtained and to disqualify and remove any post and story if it believes that the necessary Clearances have not been obtained.

By submitting a post or story, Entrant retains the copyright to his or her post or story and irrevocably assigns, conveys and otherwise transfers to Sponsor, its successors, and assigns any and all right, title, and interest in perpetuity throughout the world in and to the Entrant's post or story, including, without limitation, the exclusive right to edit, change, revise, reproduce, display, perform, publish, distribute, license, sublicense, and sell the post or story in whole or in part, and to prepare, use, and exploit derivative works or improvements thereof, in all forms and media now or hereafter known, including material in digital and electronic media, computer, audio and audiovisual versions, and translations and adaptations, all in any language throughout the world and in Sponsor's sole discretion in perpetuity. Without limiting the foregoing, Entrant hereby waives and releases Sponsor, from any and all claims that Entrant may now or

hereafter have in any jurisdiction based on such "moral rights" or "droit moral" or unfair competition with respect to Sponsor's exploitation of the post or story without further compensation to Entrant of any kind. Entrant agrees that email shall satisfy any writing requirement that may apply to the assignment, conveyance, transfer, license, or waiver of any of the aforementioned rights. Entrant shall execute and deliver documents supplied by the Sponsor, at Sponsor's expense, as may be necessary to vest in Sponsor the rights and waivers provided herein. Entrant agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or its affiliates, or any other person, on the grounds that any use of the post or story, or any derivative works, infringe or violate any of Entrant's rights therein. Entrant grants the Sponsor and its agents the right to associate the post or story with Entrant's name, image, likeness, hometown, and biographical information, without limitation and without compensation. Entrant shall not receive any compensation or credit for Sponsor's use of entries, other than that disclosed in these Official Rules.

By submitting an entry, Entrant warrants that the post or story: (1) does not infringe any copyright, (2) does not invade anyone's privacy, (3) does not libel or slander anyone, (4) does not contain behavior inappropriate for a general audience, and (5) is original and has not previously been published. An original is the product of one's own mind and is not a copy or imitation. Post and story entries not meeting any of the aforementioned requirements will be disqualified.

V. USE OF PERSONAL INFORMATION: By entering the Contest by submitting a post or story, you consent for the Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Contest; the information that you provide in connection with the entry process will be used by Sponsor only, and will not be sold or provided to another company.

VI. INTERNET LIMITATIONS OF LIABILITY: If this Contest is not capable of running as planned for any reason, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm, or other natural cataclysm, riot, strike, civil commotion, government regulation, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Contest, in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date. Any person who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. Released Parties assume no responsibility for any incomplete, incorrect, or inaccurate information, whether caused by Website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to entrant's or any other person's computer (or any information/material stored therein) relating to or resulting from participation in this Contest or downloading any materials in this Contest. **CAUTION: ANY ATTEMPT TO DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

VII. PRIZE: There will be one (1) First prize available to be awarded. The First Prize winner will receive a \$100 Pieology Pizzeria Gift. The prize will be gifted to the winner through a valid mailing address. The First prize winner must register to be a Pie Life Rewards member to receive the prize and must comply with Pie Life Rewards terms and conditions. The Approximate Retail Value ("ARV") of the First Prize is \$100.00. Total Prize Pool - \$100.00.

VIII. CONTEST WINNER DETERMINATION: There will be two (2) rounds of judging: round 1: initial judging to determine the First Round Finalists; round 2: public voting to determine First Prize Winner. ROUND 1: The Contest finalists will be determined by the contest judge(s). Each post or story entry will be judged by a qualified judge (or panel of judges) selected by the Sponsor in its sole discretion whose decisions are final and binding. Each Story entry will be judged according to the clear relationship between the Story Entry to the Theme based upon the following criteria: relevance and adherence to the Theme, Quality of Photography, Originality, Creativity, and Degree of positivity and inspiration. The top five (5) entries (each a "Finalist") as determined by the judge(s) will be posted on November 1, 2021 and will be available for viewing/voting until November 3, 2021. Sponsor reserves the right to select fewer than five (5) Finalists (or none at all) or to extend the Contest Entry Period if the Contest does not receive a sufficient number of eligible and qualified Entries, as determined by Sponsors in their sole discretion. Voting will be conducted in accordance with Instagram polling terms and conditions. The First Place winner will be determined by the public voting which will select the best entry from among the Finalists; the entry that received the most votes during the Voting Period shall receive the First Place Prize. In the event of a tie, the Judges will review and determine the winner based on aforementioned criteria.

The First Prize Winner will be notified and announced on or about November 4, 2021. The potential Prize Winner is subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of release form. The Sponsor will contact the potential First Prize Winner via direct messaging, telephone call and/or email. Upon verification of the Prize Winner, the prize will be sent to the respective prize winner via their Pie Life Rewards account.

IX. PRIZE TERMS AND CONDITIONS: The Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. The Prize Winner will be required to fully complete and sign an Affidavit of Eligibility and Liability/Publicity Release and provide proof of identity (collectively, the "Prize Acceptance Release"), and return it within seven (7) days of written notification. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, if potential winner fails to return requisite document within the specified time period, and/or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner (based on judging/voting results) will be selected for the prize at issue. To claim a prize, the potential Prize Winner will be required to provide his/her correct full-name, mailing address, date of birth, telephone number and/or e-mail address. The Prize Acceptance Release is subject to verification by Sponsor and all potential winners are subject to verification before any prize will be awarded. Prizing may be fulfilled by a third party. The Sponsor and Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Contest.

The Prize Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive. The stated "ARV" of the prizes is based on available information provided to Sponsor, and any difference in ARV at the time of awarding will not be awarded, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. All properly claimed prizes will be awarded.

The Prize Winner's acceptance of a prize constitutes permission (except where prohibited) for the Sponsor to use the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), worldwide, including but not limited to the Internet, social media outlets, newspapers and other print media, radio and television, in perpetuity, without notice, consent, review or approval or further compensation.

X. RELEASES: All Entrants, as a condition of participation in this Contest, agree to indemnify, release and hold harmless Sponsor, Instagram, Released Parties, and each of their respective designees and assigns and all of their respective officers, directors, employees, representatives and agents, from and against any and all liability, claims, damages, injuries or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) accessing the Sponsor's Website; (b) participating in any aspect of the Contest, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Contest-related activity, including, without limitation, any injury, damage, death, loss or accident to person or property; (c) the receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses or any downloading or other problems with the Contest application, or; (e) any typographical or other error in these Official Rules or the announcement of offering of any prize. In no event will Sponsor or Released Parties, its affiliates or their respective officers, directors, employees, representatives and agents be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Prize winners bears all risk of loss or damage to his/her respective prize after it has been delivered.

Furthermore, Entrant expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Entrant expressly acknowledges that this release is intended to include, in its effect, without limitation, all claims which Entrant does not know or suspect to exist in Entrant's favor at the time of execution hereof, and that this release contemplates the extinguishment of any such claim or claims. Entrant acknowledges and agrees that this general release is specifically intended to be as broad and comprehensive as permitted by California law.

XI. GOVERNING LAW/DISPUTES: By participating, Entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Except where prohibited by law, Entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of the Prize Winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Consumer Arbitration Rules of the American Arbitration Association, then effective; and (b) any and all claims, judgments and awards made pursuant to such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees or legal costs; (c) under no circumstances will an Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (d) judgment upon the arbitrator's award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such award and an order of enforcement. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants, Sponsor, or the Released Parties 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 law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

XII. OFFICIAL CONTEST RULES REQUEST: For a copy of these Official Rules, send a request specifying Official Rules along with a self-addressed, stamped envelope postmarked by **October 31 2021** and received by November 7 2021 and mail to: Compliance **"The Friendly Pizza Ghost"** Contest Official Rules, 44 Flanders Road, Stonington, CT 06378.

XIII. WINNER LIST REQUEST: To request confirmation of the name and city/state of residence for the prize winner, please send a self-addressed, stamped business size envelope, by October 31, 2021, to: Compliance/"The Friendly Pizza Ghost" Contest Winners List, 2642 Michelle Drive Suite 100, Tustin CA 92780. Requests received after November 7, 2021 will not be acknowledged or returned.

XIV. SPONSOR: Pieology Pizzeria 2642 Michelle Drive Suite 100, Tustin, CA 92780

XVI. MISCELLANEOUS: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For Entrant, to the extent there is a conflict between Official Rules appearing any other location and any terms of use or other agreements posted on the Sponsor's Web Site, these are the Official Rules to be abided by.

This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You are providing your information to Pieology Pizzeria and not to Instagram.