

SHOPMONKEY, INC.
BIG GREEN EGG™ GIVEAWAY
PROMOTION TERMS & CONDITIONS

1. Entry Instructions.

Shopmonkey, Inc. (“Sponsor”) is the sponsor of this promotion. This promotion (“Promotion”) is governed by these official rules (“Official Rules”). To participate in the Promotion, entrants must during the Promotion Period (as defined below) schedule an online demo of Shopmonkey’s software-as-a-service offering (the “Service”) and ultimately attend the demo. Employees of Sponsor, their respective affiliates, subsidiaries, advertising and promotion agencies, vendors and suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Promotion.

The object of the Contest is to generate opportunities for Sponsor to demonstrate the value of the Service to potential new customers and reward potential new customers for scheduling and attending demonstration presentations. “Qualified Entrants” refers to persons that are eligible to use Shopmonkey, schedule an initial online demo during the Promotion Period, actually attend the demonstration on a date prior to end of promotion period, and/or signing a minimum 12-month contract prior to end of promotion period as specified in Section 5. Current or former customers of Sponsor and those that have attended demonstrations previously are not eligible to be Qualified Entrants.

- 2. Promotion Period.** The Promotion Period will run from Friday, May 13, 2022 at 6:00 a.m. Eastern Standard Time until 11:59 pm Eastern Standard Time on Tuesday, May 31, 2022.
- 3. Consideration.** Sponsor will award a single prize of (i) a Big Green Egg™ 15" Medium to the winner of a random drawing from the Qualified Entrants. No prize substitution will be permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others by winner is permitted. Acceptance of prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 4. Winner selection and notification:** The odds of winning depends on the number of entrants and raffle entries. The winner of the Promotion will be selected by a random raffle drawing from among the Qualified Entrants conducted with the Third-Party Draw Service on Random.org on June 6, 2022. The winner will be notified via email to the email address they used to register for their Shopmonkey demo with within one (1) day following the winner selection. Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted,

is ineligible or becomes ineligible by failing to maintain its subscription for the requisite period, fails to claim the prize within two (2) days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, the prize may be forfeited and an alternate winner selected.

5. **Conditions of Participation.** Qualified Entrants consist of entrants that come from the Auto Repair, Auto Detail, Tint & Wrap, Truck Repair, Marine Repair, Custom Fabrication Shop, Tires and Quicklube industries. By scheduling a demo, attending the demo and/or signing a contract during the Promotion Period, you agree to abide by these Official Rules and any decision Sponsor makes regarding this Promotion, which Sponsor shall make in its sole discretion. You also represent that you are not violating any third-party terms or policies, including those of your employer, by participating.
 - a. Raffle Entry Value
 - i. Scheduling a demo and attending the demo: 5 entries
 - ii. AND/OR
 1. Signing a 12-month contract: 12 entries
OR
 2. Signing a 24-month contract: 24 entries
6. **Governing Law.** This Promotion and the rights and obligations of Sponsor and contestants will be governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Santa Clara County.
7. **Personal Information; Privacy.** Information collected from entrants will be used for the purpose of conducting and marketing the Promotion and as well as the general uses established for such information in the Shopmonkey Terms of Service and Privacy Policy accessible from Shopmonkey.io.
8. **Sponsor.** Sponsor of this Contest is Shopmonkey, Inc. 5671 Santa Theresa Blvd. Suite 212, San Jose, CA 95123.
9. **Trademarks.** Big Green Egg is a trademark of The Big Green Egg, Inc. No affiliation or sponsorship of Shopmonkey by Big Green Egg, Inc. is expressly implied.