

KICK6IX CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. The Kick6ix challenge in conjunction with Food Forward (the "Contest") is K6ed by Kick6ix LLC ("K6"). The Contest is not sponsored, endorsed, administered by, or associated with Instagram, TikTok or their respective subsidiaries or affiliates.

THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.



ELIGIBILITY:

Subject to these Official Rules, the Contest is open to anyone that is a resident of the United States of America. To be eligible to receive a Prize (as defined below), the information associated with the entrant's account must be true and accurate. The information associated with the entrant's account must identify the actual entrant into the Contest. In order to facilitate the delivery of a Prize (as defined below), K6 may attempt to contact the winner using either the phone number or email provided during account registration. If K6 cannot get in contact with the winner using that phone number or email, the winner may forfeit his/her Prize. Any person that enters into a Contest that he/she is not eligible to enter may not win a Prize (as defined below) in that Contest.

Employees, agents, and contractors (collectively, "employees") of K6 and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this Contest, and all persons residing in the same households as employees, including but not limited to immediate family members are not eligible to win the Contest while the employee is employed or engaged by K6 and for six months following the employee's last day working with or for K6.

Entrants may, in certain circumstances, communicate with, work with, or otherwise benefit from others with whom they have a preexisting relationship while participating in a Contest. However, entrants may not communicate with, work with, or otherwise benefit from more than 25 other persons while entering a Contest if the communications between the entrant and those persons is facilitated by any technological means other than those explicitly provided by K6.

K6 reserves the right to verify an entrant's eligibility before, during, or after the Contest.

ENTRY PERIOD:

The Contest begin on August 1st, 2020 and runs through and including August 19th, 2020. **HOW TO ENTER:**

No purchase or payment is necessary to participate in the Contest. Enter the Contest by completing each of the following steps:

- 1) Perform your best soccer skill or trick shot with soccer ball or another object at your disposal
- 2) Follow @kick6ixfc on either Instagram or TikTok
- 3) Tag @kick6ixfc in post on either Instagram or TikTok
- 4) Use the hashtag #Kick6ixChallenge in post on either Instagram or TikTok
- 5) Execute submission by deadline of Sunday, August 19th

By participating in the Contest you agree that any information provided by you or collected by K6 in connection with the Contest may be used by K6 in accordance with its Privacy Policy located at <https://kick6ix.com/privacy-policy>, and may be shared with Kick6ix's affiliated business entities. All information submitted becomes the property of K6.

PRIZES:

The six (6) winners of the Contest will have their respective video posted on the K6 Instagram and TikTok pages.

You must comply with the Rules of Conduct contained in K6 Terms of Use. Any entry by any user that does not comply with the Rules of Conduct, the Terms of Use, or these Contest Rules will be disqualified.

Decisions of K6 are final and binding with respect to all matters related to the Contest. In no event shall the K6 be obligated to award any Prizes other than the Prize specified in these Official Rules. The K6 does not guarantee that the Prize can be made available to the winner. The Prize is not assignable and not transferable and no substitutions are permitted. In addition, if the Prize is unable to be fulfilled to the winner due to any applicable law, rule or regulation, or if the winner cannot claim the Prize for any reason, then K6 reserves the right to not award the Prize at all. The winner shall be responsible and liable for all federal, state and local taxes on the value of the Prize. Winners shall provide K6 with accurate information regarding their identity and country of residence. To receive a complete list of winners or a copy of the Official Rules,

send an email to KICK6IX LLC at contact@kick6ix.com.

PRIZE SELECTION:

The winners of the Contest will be the six (6) best soccer skill submission as determined by K6 in its sole discretion.

The Contest will be conducted under the supervision of K6. The decisions of K6 are final and binding in all matters relating to this Contest. The winner will be notified by K6 by email; provided, however, that K6 reserves the right to determine an alternate method of notification. If an entrant is found to be ineligible, K6 may, at its option and sole discretion, choose not to award the Prize at all.

GENERAL CONDITIONS AND RELEASES:

Notice to all entrants: By entering the Contest or accepting a Prize, you agree to conform to all federal, state and local laws and regulations. When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to K6, within ten (10) business days, an Affidavit of Eligibility and a Liability and Publicity Release drafted by K6 to be eligible for the Prize. The winner may be required in K6's sole discretion to complete relevant tax forms as a condition to the delivery of the applicable Prize. Winner may also be required to furnish proof of identity, address and birth date in order to receive a Prize.

Unless prohibited by applicable law, your acceptance of a Prize constitutes your permission to use your name, submissions, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner K6 deems appropriate for publicity purposes without any compensation to such entrant or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally identifiable information to third parties (including, without limitation, placing the winner's name on a winner's list). Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, your acceptance of a Prize constitutes your authorization to (i) have K6 (and its agents, consultants and employees) photograph, record, tape, film and otherwise visually and audiovisually record you, (ii) have K6 (and its agents, consultants and employees) use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process and otherwise exploit any results of such activity (including without limitation any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner that K6 sees fit, in any medium or technology known or hereinafter invented, throughout the universe in perpetuity, including without limitation for illustration, art, promotion, advertising, trade or any other purpose whatsoever; and (iii) have relinquished any right that you may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

An entrant or winner may be disqualified from the Contest if he or she fails to comply with any provision of these Official Rules or the K6's Terms of Use, as determined in the sole discretion

of the K6. K6, in its sole discretion, may disqualify you from a Contest, refuse to award Prizes and require the return of any Prizes, or suspend, limit, or terminate your account if you engage in conduct K6 deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of Contests or in any way detrimental to other users. Improper conduct includes, but is not limited to: Falsifying personal information, including information, required to claim a Prize; violating eligible payment method terms, violating any of these Rules, using unauthorized methods such as unauthorized scripts or other automated means; tampering with the administration of the Contest or trying to in any way tamper with the computer programs associated with the Contests; obtaining other entrants' information and spamming other entrants; and any other form of abuse; or otherwise violating these Rules. You acknowledge that the forfeiture and/or return of any Prize shall in no way prevent K6 from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

Participation in the Contest is at entrant's own risk. K6 shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Contest; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from downloading the App or otherwise in connection with this Contest; or (5) any warranty with respect to any Prize or any component thereof.

THE CONTEST IS PROVIDED "AS IS" AND K6 DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONTEST.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, K6 SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) (B) AMOUNTS IN EXCESS OF THE PRIZE FOR THE APPLICABLE CONTEST, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

By entering the Contest, you agree to and hereby do release and hold harmless K6, its respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives (the "Released Parties") from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance,

possession and/or use of any Prize or your participation in this Contest, or from any misuse or malfunction of any Prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter, and indemnify each of the Released Parties from any damages arising therefrom. Any person attempting to defraud or in any way tamper with this Contest may be prosecuted to the full extent of the law. K6 reserves the right to modify these Official Rules in any way or at any time. K6 reserves the right, in its sole discretion, to cancel or suspend this Contest should viruses, bugs or other causes beyond its control corrupt the administration, security or proper operation of the Contest. In the event of cancellation or suspension, K6 shall promptly post a notice on the K6 App to such effect. This Contest shall be governed by California law, without regard to conflicts of laws provisions. Any dispute, controversy or claim arising out of or relating to the Contest, shall be resolved by final and binding arbitration in Los Angeles, California, in accordance with the rules and procedures of JAMS which are available at the JAMS website (<http://www.jamsadr.com>). Each Party waives any right to adjudicate any dispute before any other tribunal, but a Party may seek interim relief before the start of arbitration as allowed by the arbitration rules. All matters relating to the arbitration, including any final award, shall be considered the confidential information of the parties hereto. The parties agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they shall make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator shall be final and binding, and any award of the arbitrator may be entered in any court of competent jurisdiction. The Parties will abide by the arbitration decision and any court having jurisdiction may enforce it. The Parties agree to accept service of process under the arbitration rules. The prevailing Party in any such arbitration shall be entitled to be reimbursed for all attorneys' fees and costs incurred.