

OFFICIAL RULES

OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA, 18 YEARS OF AGE OR OVER. NO PURCHASE IS NECESSARY TO WIN. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY/ RELEASE OF LIABILITY/ PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO HONEYBEE FOODS CORPORATION NOT TO INSTAGRAM.

BY ENTERING THE PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

Eligibility: The Jollibee® Merch Shop Giveaway (the “**Promotion**”) is open only to legal residents of the United States and DC, 18 years of age or older and have internet access as of date of Submission (as defined herein). Employees, officers and directors of Honeybee Foods Corporation (the “**Sponsor**”), Sponsor franchisees and their respective licensees, affiliates, subsidiaries, advertising and promotion agencies, and the immediate family members (spouses, siblings, children, parents, grandparents, grandchildren and spouses of the foregoing, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible.

Promotion Period: The Promotion begins at 8:00 AM Pacific Time (“**PT**”) March 18, 2024 and ends at 11:59 PM PT on March 19, 2024 (the “**Promotion Period**”). Sponsor is the official timekeeper for the Promotion.

How to Enter: Access the US Jollibee Instagram® at <https://www.instagram.com/jollibeeus>; (“**Website**”) and post a Submission on the Jollibee® Merch Shop Giveaway post (following Submission requirements below) during the Promotion Period using your Instagram® account. By entering online, you consent to marketing and accept the practices described in the Privacy Policy posted at <https://www.jollibeefoods.com/policies/privacy-policy>. Submissions (defined below) must be received by Sponsor by 11:59 PM PT on March 19, 2024 to be entered in the Promotion and to be eligible for a prize. Instagram Entries must comply with Instagram’s/Meta’s platform rules, terms and polices.

Limit 1 entry per person. It is solely the responsibility of the entrant to notify Sponsor of any changes in the entrant’s information subsequent to the date of Entry.

A “Submission” is an electronic or written communication posted to or on the Jollibee® Merch Shop Giveaway post found on the Website (“**Post**”) that must (i) be from your valid Instagram® account and (a) follow @jollibeeus (b) like the Post (c) tag a friend and (d) include a comment that indicates your favorite Jollibee® merchandise item from the Jollibee® Merch shop, (ii) be in English, (iii) cannot be previously published or submitted in connection with this or any other promotion, and (iv) cannot be offensive or inappropriate, as determined by the Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. Sponsor reserves the right to disqualify any Submission that it determines, in its sole discretion, is offensive or inappropriate, or that is otherwise not in compliance with these Official Rules. Potential winner may be required to show proof of being the authorized account holder of the Instagram account associated with the Entry. The person uploading the Entry will be deemed the entrant (“**Entrant**”). In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the authorized account holder of the Instagram account submitted at the time of Entry will be deemed to be the Entrant. “Authorized account holder” of an Instagram account is defined as the person who is responsible for joining the Site and who manages the e-mail address associated with the Instagram account.

By making a Submission, each entrant understands that the Sponsor is not acquiring entrant’s copyright in and to his or her Submission, but Sponsor is being granted a perpetual, worldwide, fully paid-up and royalty free right and license to use and share the Submission, in whole or part, in any media, including all Sponsor affiliated digital and social media channels (including but not limited to the Website), now or hereafter known.

Each Submission during the Promotion Period shall be deemed an Entry to the Promotion.

Selection of Winners: There will be one (1) random drawing for the Promotion from the eligible Submissions and three (3) winners will be selected. The random drawing will be conducted at a time and day in Sponsor's sole discretion, but no later than March 22, 2024. The drawing will be conducted by Sponsor in its sole discretion, and decisions of the Sponsor as to the selection of the winners will be final.

Prizes/Odds of Winning: The prize ("Prize") shall consist of the following six (6) items: (i) two (2) Jollibee Black T-Shirts, (ii) two (2) Jolly Waves Tote Bags, and (iii) two (2) Jollibee Red Bucket Hats. Each winner of the random drawing will receive one (1) Prize. The approximate retail value of each Prize is \$120 USD. Total ARV for all Prizes: \$360 USD. The Prize cannot be redeemed for cash, except if required by law. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Value of the Prize is inclusive of any applicable taxes. All taxes as applicable on or connected with any Prize are the sole and exclusive responsibility of a Winner. The Prize is non-transferable. The Prize may be substituted for any reason at the discretion of the Sponsor.

The odds of winning will depend upon the total number of eligible Entries received. Potential winners will be notified via Instagram® direct messenger. In addition, a potential winner may be required to agree to an affidavit of eligibility/release of liability/prize acceptance agreement (collectively, the "Affidavit") and return the Affidavit to receive his or her Prize. If any potential prize winner is found to be ineligible, fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Prize winner, such potential Prize winner may be disqualified and an alternate winner may be selected in Sponsor's sole discretion.

GENERAL: By participating, entrants agree: [a] to abide by and be bound by these Official Rules and decisions of Sponsor which shall be final in all respects relating to the Promotion, including without limitation the interpretation of these rules; [b] to indemnify, release, discharge and hold harmless Instagram®, Sponsor and its subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers and any other individual or company involved in the development or execution of the Promotion (the "Released Parties") from any and all injuries, liability, losses, damages, rights, claims and actions of any kind resulting from their participation in the Promotion or their acceptance, use or misuse of a prize; and, if a winner, [c] to the use of his/her name, voice, image and/or likenesses for advertising, publicity and promotional purposes without further compensation (unless prohibited by law) and to execute specific consent to such use if asked to do so. Each entrant gives consent for Sponsor to obtain and deliver his or her name and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Entries which contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, shall be void. Released Parties are not responsible and shall not be liable for: any error (human or otherwise) which may occur in the processing of entries; [b] any condition caused by events that may cause the Promotion to be disrupted. If, for any reason whatsoever, this Promotion, in Sponsor's sole opinion, is not capable of running as planned, or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Promotion and limit entries to those legitimately submitted prior to the action taken, and/or to award the prizes in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. No more than the stated number of prizes will be awarded. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or any website associated therewith; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. All Entries become property of Sponsor. No prize transfer or cash redemption. All federal, state and local

laws and regulations apply.

For a copy of these Official Rules or the Winners' List request, mail a self-addressed stamped envelope to be received within thirty (30) days from the end of the Promotion to: Jollibee® Merch Shop Giveaway, 100 North Barranca Street, Suite 1200, West Covina, California 91791, ATTN: Marketing (either Rules or Winners).

GOVERNING LAW/LIMITATION OF LIABILITY: All issues and questions concerning the conduct of the Promotion; the construction, validity, interpretation and enforceability of these Official Rules; or the rights and obligations of entrants or Sponsor in connection with the Promotion will be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles, and any actions, arbitrations, claims or suits shall be held in the State of California. If for any reason a claim proceeds in court rather than in arbitration described below, Sponsor and Entrant each waive any right to a jury trial.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION: THE PARTIES AGREE THAT ANY DISPUTE OR CLAIM OR LEGAL ACTION ARISING OUT OF OR RELATING IN ANY WAY TO THE CONDUCT OF THE PROMOTION OR THESE OFFICIAL RULES WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT ENTRANTS MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF THE CLAIMS QUALIFY.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Jollibee® Merch Shop Giveaway, 3900 East Mexico Suite 1100, Denver, CO 80210, ATTN: Legal Department. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling [1-800-778-7879](tel:1-800-778-7879). Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit 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. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Sponsor: This Promotion is sponsored by Honeybee Foods Corporation with its principal place of business located at 100 North Barranca Street, Suite 1200, West Covina, California 91791, ATTN: Marketing. You understand that you are providing your information in your Entry to Sponsor.

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