

OFFICIAL RULES

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA, 18 YEARS OF AGE OR OVER, WHO ENTER FROM WITHIN THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. 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® Trip to the Philippines Contest (the “**Promotion**”) is open only to legal residents of the fifty (50) United States and DC, are 18 years of age or older, and have internet access as of date of Submission (as defined herein). Employees, contractors, 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 to enter or win.

This Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Promotion Official Rules (the “**Official Rules**”) and Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Promotion Period: The Promotion begins at **8:00 AM** Pacific Time (“**PT**”) **March 4, 2024** and ends at **11:59 PM PT on March 10, 2024** (the “**Promotion Period**”). Sponsor is the official timekeeper for the Promotion. Sponsor’s computer is the official time keeping device for this Promotion. All entries must be received before the Promotion Period’s end time/date to be valid.

How to Enter: Access the US Jollibee Instagram® at <https://www.instagram.com/jollibeeus> (“**Website**”) and post a Submission on The Jollibee® Trip to the Philippines Contest post (following Submission requirements below) during the Promotion Period using your Instagram® account (“**Entry**” or “**Submission**”). By entering online you 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 10, 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 policies.

Limit 1 Entry per person and per Instagram account. 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 communication posted in reference to The Jollibee® Trip to the Philippines Contest post found on the Website (“**Post**”) that is a photo or video sharing your favorite in-store Jollibee memory, which includes the hashtag [#JoyDropsContest](#) and tags @jollibeeus.

To be considered valid, each entrant and Submission must also (i) be from your valid Instagram® account, follow @jollibeeus and like the Post; (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 authorized account holder of the Instagram account associated with the Entry at the time of 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 Website and who manages the e-mail address associated with the Instagram account. Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities/accounts, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same e-mail address.

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.

If you choose to enter using your mobile device, standard data rates may apply. See your wireless service provider for pricing plan details and capabilities.

PRIZE WINNER DETERMINATION:

On or about [March 18](#), 2024, all Entries will be judged from among all eligible Entries received throughout the Promotion Period. Judging will be conducted by an independent judging administration, whose decisions are final and binding on all matters related to the judging. All Entries will be judged by a panel of five (5) representatives (“**Judges**”), based on the following judging criteria:

- 25% Originality/creativity
- 25% Relevance to Theme
- 25% Uniqueness
- 25% Visual Appeal

The top ten highest scored entries will be provided to the Sponsor who will then judge those Entries based on the same criteria above to determine one (1) Entry as the potential Grand Prize winner, subject to

verification. In the event of a tie, tied Entries will be re-judged by the Judges based 100% on originality/creativity.

Sponsor/Judges' decisions are final with respect to all matters relating to the Promotion. By participating, Entrants agree to the decisions of the Judges and Sponsor, which shall be final and binding in all respects. No information regarding Entries or judging will be disclosed to any third party not involved in the conduct of the Promotion.

Prize/Winner Notification: There is one (1) Grand Prize ("**Grand Prize**") consisting of a trip for the winner and one (1) travel companion to the Philippines. Trip includes round trip economy airfare from a major U.S. airport which is closest to winner's home to Manila, Philippines, four (4) nights [two (2) nights pre and two (2) nights post trip) to Boracay Island] accommodation in a double occupancy room at the New Coast Manila hotel, roundtrip flight from Manila to Boracay Island, and four (4) nights' accommodation in a double occupancy room at the Mövenpick Resort & Spa Boracay. The Grand Prize also includes one 60-minute escorted tour of the island of Boracay provided by a Sponsor designated tour company in Boracay, and \$750 USD spending money awarded as a check. Approximate Retail Value "ARV" of prize: \$6,900 USD. ARV is as of the date of printing of these Official Rules. The Grand Prize cannot be redeemed for cash, except if required by law. Grand Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. ARV of the Grand Prize does not include any applicable taxes. All taxes as applicable on or connected with any Grand Prize are the sole and exclusive responsibility of the Winner. The Grand Prize is non-transferable. The Grand Prize or any portion of the Grand Prize may be substituted for any reason at the discretion of the Sponsor.

Potential winner will be notified via Instagram® direct messenger on or around **March 18, 2024**. The potential winner is subject to verification. The potential winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion if: (a) the potential winner is found not to be eligible or not in compliance with these Official Rules; (b) attempted notification or prize is returned as undeliverable; (c) any required documents are not returned within the required number of days; (d) the potential winner cannot be verified; or (e) the potential winner is otherwise unable or unwilling to accept and claim the prize as stated. In the event that the potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate winner pursuant to the judging criteria set forth above. In addition, a potential winner will be required to agree to an affidavit/declaration of eligibility/release of liability/prize acceptance agreement, where legal (collectively, the "**Affidavit**") and return the Affidavit within 5 days. If potential Grand 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 Grand Prize or Grand Prize notification is returned as rejected, faulty, unclaimed, or returned as undeliverable to such potential Grand Prize winner, such potential Grand Prize winner may be disqualified and an alternate winner may be determined in Sponsor's sole discretion pursuant to the judging criteria set forth above.

GRAND PRIZE TRIP RULES: All applicable taxes and all other expenses and costs not expressly listed above, including, but not limited to, airline baggage fees, taxes, tips, entertainment, transfers, airline or hotel upgrades, food and beverage, ground transportation, passport and/or visa fees, and transportation to airport to and from winner's home residence are the winner's sole responsibility. Actual retail value of

Grand Prize trip may vary due to winner's residence and time of travel. Grand Prize winner and their travel companion must travel at the same time on same itinerary from within the United States/DC as set by Sponsor/Administrator. Grand Prize trip must be booked at least ninety (90) days in advance and **must be completed in 2024**. Certain restrictions and blackout dates may apply. Grand Prize winner and their travel companion must possess (at their own cost) valid travel documents (i.e., valid passport, Visa, etc.) in order to travel. Failure to obtain required travel documents by Grand Prize winner may result in forfeiture of prize and alternate selection. No refunds or credit for changes are allowed. If a Grand Prize winner chooses to travel without a travel companion, the prize will be awarded in increments appropriate for one (1) traveler (i.e., the Grand Prize winner) and winner will not receive additional compensation of any kind in conjunction therewith. Winner and travel companion must agree to follow any applicable COVID protocols that may be in place at time of travel. Airline tickets are for travel from the U.S. major airport nearest winner's home to the destination city. Airline carrier's regulations and conditions apply. Seat selection and timing of trip are subject to travel, and confirmation of reservations. No refunds or credit for changes are allowed. A minor going on the trip as the travel companion of the Grand Prize winner must be accompanied by a parent or legal guardian at all times who must sign the travel companion's Travel Liability Affidavit and Publicity Release (i.e., the Grand Prize winner).

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 prize; and, if 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; or [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 any development 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 prize in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. No more than the stated prize 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 Winner's List request, mail a self-addressed stamped envelope to be received within thirty (30) days from the end of the Promotion to: Jollibee® Trip to the Philippines Contest, 100 North Barranca Street, Suite 1200, West Covina, California 91791, ATTN: Marketing (either Rules or Winner).

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® Trip to the Philippines Contest, 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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