

Official Rules

Effective March 20, 2023

These Official Rules apply to any and all contests or sweepstakes by or for Snapcommerce Holdings, Inc. DBA Super or one of its subsidiaries or affiliates (collectively “**Super**”). These Official Rules incorporate any contest or sweepstake specific terms and conditions (“**Contest Rules**”), the Super Terms of Use (“**Terms of Use**”) and Super Privacy Policy (“**Privacy Policy**”). The Official Rules, applicable Contest Rules, Terms of Use and Privacy Policy govern any contests or sweepstakes by or for Super (each a “**Contest**”). Each Contest is also subject to all applicable international, federal, state, and local laws and regulations and is void where prohibited.

The Official Rules (including any Contest Rules, the Terms of Use and Privacy Policy) form a binding contract between Super and each Contest participant (a “**Participant**”). Entry into a Contest constitutes a Participant’s full and unconditional agreement to the Official Rules and Super’s decisions, which are final and binding in all matters relating to all Contests. If you do not agree to these Official Rules (including the applicable Contest Rules) do not enter the Contest(s).

THE TERMS OF USE CONTAIN A CLASS ACTION WAIVER AS WELL AS AN ARBITRATION PROVISION, WHICH REQUIRES YOU TO ARBITRATE ANY CLAIMS (WITH CERTAIN EXCEPTIONS) YOU MAY HAVE AGAINST SUPER ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND THAT YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY IN ANY FORUM, AS DESCRIBED IN THE TERMS OF USE.

YOU MAY ENTER AND MAY WIN WITHOUT MAKING A PURCHASE, PAYMENT OR DONATION. YOUR ODDS OF WINNING INCREASE WITH MORE ENTRIES, BUT EACH SINGLE ENTRY HAS AN EQUAL CHANCE OF WINNING AS ANY OTHER ENTRY.

Our Site

The Super website (www.super.com) (the “**Site**”) allows eligible individuals (see restrictions below) to enter into Contests.

Application of Rules

If there is a conflict or inconsistency between these Official Rules and the Contest Rules, the Contest Rules will govern. Any reference to the “Official Rules” with respect to any specific Contests will mean both these Official Rules and the applicable Contest Rules.

Updates to Rules

These Official Rules may be updated from time to time. Please check these Official Rules (including all relevant Contest Rules) regularly to ensure that you understand the terms that apply at the time that you enter a Contest.

Eligibility

To be eligible to enter a Contest or be awarded the prizes(s) identified on each Contest's webpage (each a "Prize"), a Participant must fully comply with these Official Rules. Unless otherwise provided in the Contest Rules, Contests are only open to individuals who are at least 18 years of age or older at time of entry; are legal residents of the United States; and are NOT included in any of the "Prohibited Persons" below. Any entry submitted by any ineligible person(s) will be void.

The following individuals are NOT eligible to enter or win any Contest: (i) Any individual who has won a Prize in the immediately preceding 18 months (calculated from the last date of the Entry Period of the last Contest that such individual won); (ii) Any employees, officers, and/or directors of any of the following: (a) Super; (b) Super's third-party contractors who participate in or provide services related to the Winner selection process for the applicable Contest, and (c) any contractor or other partner engaged by Super to supply and/or fulfill any portion of the Prize(s), including, without limitation, any Prize supply partners; (iii) The immediate family members of (meaning, spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and/or those living in the same household as the employees, officers and/or directors of Super.

How to Enter

Each Contest will have a starting date and time and ending date and time (the "**Entry Period**") specified in the Contest Rules. Only those entries received by Super during the Entry Period will be valid. Super will be the official timekeeper for all Contests.

Enter for Free. To enter for free, visit the Site and follow the instructions for submitting a free entry. Upon receipt of the applicable entry form, a Participant will automatically receive one (1) entry into that Contest.

Promotions. Super may, in its discretion, run various special promotions in connection with the Contests. For example, it may, for a temporary period during the Entry Period, offer Participants "bonus entries" in connection with any entry submission. Each entry that is awarded in connection with any promotion (a) will constitute a single, independent entry in the applicable Contest(s), (b) will be treated the same as any other entry to the Contest(s) (including being subject to any applicable Entry Limit), and (c) will have the same chance of winning as any other entry.

Entry Requirements

Participants must provide all required information specified on the Contest's page or entry form to be eligible to enter and win. All entries must be submitted by the individual Participant to be valid. Use, or attempted use, of any robotic, automated, programmed, mechanical, or other non-manual entry methods will void *all* entries for that Participant and will result in disqualification of the Participant from all Contests, at Super's discretion. No copies, facsimiles, or other mechanical or electronic reproductions of entries will be accepted. Super has the sole right and discretion to make a determination that the Participant used or attempted to use any such prohibited automated entry methods.

Only accurate and complete entries submitted during the Entry Period and received by Super are eligible. Any incomplete, illegible, corrupted, or untimely entries are also void and ineligible to win. Proof of submission is not proof of receipt by Super. Super is not responsible for submission problems of any kind, no matter how they are caused, all of which are void and ineligible to win. Additionally, Super is not responsible for any technical malfunctions, failures, or difficulties.

For each Contest, the Contest Rules will state the cumulative maximum number of entries that any one person may obtain (the “Entry Limit”). The Entry Limit applies to all entries, regardless of the method of entry. If a Participant exceeds the Entry Limit for a Contest, all Entries received over the Entry Limit (in order of receipt) will be void and ineligible to win.

Participants may not use multiple email addresses, identities, address, logins, devices, or any other tactics used in an effort to receive entries over a Contest’s Entry Limit. To receive valid entries, a Participant must provide a valid email address for which the Participant is the authorized owner. Multiple Participants may not share the same email address. In the event of a dispute as to the identity of any Participant, the authorized account holder of the email address used to enter will be deemed to be the Participant. The “authorized account holder” is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Winners and/or Winners (as defined below) may be required to show proof of being the authorized account holder. Any entries connected to an invalid, non-working, or inactive email address, or linked to an authorized account holder other than Participant, are void and ineligible to win. Any conduct in violation of this Section is strictly prohibited and will void *all* entries for that Participant and may result in disqualification of Participant from all Contests, at Super’s discretion.

By entering any Contest, you agree that Super may contact you via email, phone, text (sms) messaging, and mail in connection with the Contests in accordance with Super’s Terms of Use and Privacy Policy, available at: <https://www.super.com/legal#super-2>.

Additional Entry Conditions

As a condition of entering any Contest, a Participant expressly: (i) consents to receive information or promotional materials from Super via text (sms), email and/or mail; (ii) represents and warrants that (s)he agrees to be bound by these Official Rules and decisions of the Super, which will be binding and final in all matters relating to each Contest; (iii) knowingly and expressly waives all rights to claim, punitive, exemplary, indirect incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (iv) agrees that all claims, disputes, or causes of action arising out of or connected with any Contest, or any Prizes awarded, must be individually resolved in binding arbitration, in accordance with the Terms of Use, without resort to any form of class, collective or representative action; and (v) agrees that any and all claims, judgments, and awards, if permitted to proceed, will be limited to Participant’s actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs.

Some jurisdictions do not allow the limitations or exclusion of liability set forth above. So, some of the provisions contained in this section may not apply to every Participant.

As a condition of entry, each Participant, agrees to defend, indemnify, release and hold harmless Super and their respective parent, subsidiary, and affiliated companies, and any other

person or organization responsible for sponsoring, fulfilling, administering, advertising or promoting a Contest, including Advertising Platforms, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “**Released Parties**”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant’s entry, creation of an entry or submission of an entry, participation in a Contest, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

Choosing a Winner

The potential winner(s) of a Contest (each a “**Potential Winner**”) will be randomly drawn from among all eligible entries received. The drawing will occur on or after the end of the Entry Period or as specified in the applicable Contest-specific rules. Super will conduct the drawing and awarding of the Prize. Once confirmed and verified as eligible to win, a Potential Winner is referred to herein as a “**Winner.**” The odds of winning depend on the number of eligible entries received during the Entry Period.

Confirmation of the Winner

A Potential Winner will only be confirmed as the winner eligible to receive the Prize after Super has completed verification of Potential Winner’s eligibility to win and confirmed Potential Winner’s compliance with the terms of these Official Rules. Potential Winners must be willing and able to claim and/or accept the Prizes(s) in full in the period specified by Super. Potential Winners are subject to confirmation and verification by Super, by whatever means Super shall deem appropriate. To be confirmed and verified as eligible to win, a Potential Winner must comply with all terms and conditions of these Official Rules and fulfill all requirements. Super’s decisions are final and binding in all matters related to the administration, operation, drawing, verification of the Winner, and all issues related to a Contest.

To receive the Prize(s), and as part of the Winner confirmation and verification process, Potential Winner must accurately complete and timely return all documents necessary to confirm and verify a Potential Winner’s eligibility, as determined by Super, in its sole discretion (collectively, the “**Winner Documentation**”). Potential Winner must fully and accurately complete Winner Documentation and timely return all such documentation by the date specified by Super, or the Potential Winner may be disqualified and will forfeit any claim to any of the Prizes(s).

Except where legally prohibited, Super reserves the right to conduct background checks on a Potential Winner. Participation in a Contest constitutes Participant’s authorization to such background checks without Super providing any additional prior notice or seeking additional permissions or consents from Potential Winner. Super reserves the right, in its sole discretion, to disqualify any Potential Winner based on the results of such background check, if the Super determines in its sole discretion that awarding the Prize to such Potential Winner might reflect negatively on Super or any of the other contest partners, or be likely to put Super, any of the other contest partners, or any other third-party in danger. Super is not obligated to clarify, confirm, or share any specific results of background check with any Potential Winner, whether

the background check resulted in disqualification or not. Factors that could result in disqualification include, without limitation: having been convicted of a felony or misdemeanor, being on a prohibited persons list, being delinquent on a government-ordered payment, such as child support, spousal support, alimony, tax payments, etc., or any other criminal or civil offense determined at the sole discretion of Super. When requested, Potential Winner must provide authorization and/or complete any forms reasonably needed to facilitate such a background check. If Potential Winner fails to sign and return the required documentation within the period specified by Super, Potential Winner may be disqualified and will forfeit any claim to any of the Prizes(s). Except for Contests in which specific Prize Winner qualifications, requirements, or restrictions may be stated in the Contest Rules (for example, any residency or citizenship requirements, age requirements, or health requirements), Potential Winners will not be disqualified based on race, ancestry, national origin, religion, gender or gender identity, sexual orientation, or any other protected class or status.

Reasons a Participant, Potential Winner and/or Winner may be ineligible to receive the Prizes and/or disqualified include, but are not limited to: (i) failures to meet all of the eligibility requirements stated in the Official Rules, (ii) failures to abide by these Official Rules, or other instructions of Super, (iii) failure to provide a valid phone number or email address at the time of entry, (iv) failure to timely respond to the Potential Winner notification email or any other request from Super, (v) Super is unable to verify the identity and verification of the Potential Winner to its reasonable satisfaction within 7 working days of the relevant drawing of the Potential Winner for the Contest, (vi) failure to timely complete and/or return the Winner Documentation and/or background check documents, (vii) failure to pass the background check to Super's full satisfaction, (viii) the provision of false, incomplete and or misleading information to or about Super or any of the other contest partners, (ix) the commission of any fraud or deception in connection with any Contest, use of the Site, and/or relationship with Super, (x) acting in an obnoxious, threatening, abusive, or harassing manner, at any time before or during the awarding of the Prize, in whole or in part; (xi) inability to timely accept the Prizes for any reason, including, but not limited to, inability to travel to the location where the Prize is being fulfilled and/or injury or death and (xii) the inability of Super to timely award or otherwise fulfill the Prizes, due to circumstances beyond Super's reasonable control, including, but not limited to, legal restrictions, Acts of God, natural disasters, pandemics/epidemics, terrorism, and/or weather.

If a Potential Winner or Winner is determined to be ineligible and/or disqualified for any reason, an alternate Potential Winner may be randomly drawn from the eligible entries. Any alternate Potential Winner will be notified as per the procedures outlined in the Official Rules (time permitting). Super reserves the right to modify the Winner notification and/or confirmation and verification procedures connected with the drawing of an alternate Potential Winner, if any.

Notifying a Winner

Potential Winners will be contacted using the phone number and/or email address used to enter the Contest. Potential Winners must respond within 24 hours of it being sent (or the time frame indicated in the Potential Winner notification, if another time frame other than 24 hours is specified). If a Potential Winner fails to respond to the notification email within the stated period, Potential Winner may be disqualified and, in such instances, will forfeit any claim to any of the Prizes(s). After sending the Potential Winner notification text (SMS) and/or email, to the extent a phone number has been provided, Super reserves the right to also contact Potential Winners via phone as well and Potential Winners agree to be contacted by phone for this purpose. By

entering, Potential Winners expressly authorize Super to name, tag, or otherwise identify Potential Winner on the Site, social media pages, and/or in Super's other promotional materials.

Some jurisdictions may prohibit Super from conditioning participation on Potential Winner's consent to publicity described in this Section. Potential Winners who are residents of such jurisdictions and who object to such publicity, must notify Super of objections via email during the Potential Winner confirmation and verification process.

Prizes

Subject to any restrictions expressly stated in the Official Rules, Winners will receive the Prizes(s) identified on each Contest's webpage. Super shall solely determine the specifics of all elements of all Prizes (including timing for fulfillment of Prizes). If the Prizes are items or experiences, and not cash, the approximate retail value of any Prize will be specified in the Contest Rules. Winners are responsible for ensuring they timely and fully accept the Prize at the specified Prize location(s) and within the specified Prize fulfillment period.

Unless explicitly stated otherwise, all Prizes are awarded as is, without any representations or warranties, and cannot be transferred, sold, substituted, or redeemed for cash by Participant. Super reserves the right to substitute a prize of comparable or greater value or cash in Super's sole discretion. Prizes may be subject to availability restrictions in certain jurisdictions based on licensing, import, or distribution regulations or other legal restrictions. In such circumstances, the Winner may be required to take a cash alternative instead. Some restrictions may apply.

Unless otherwise noted in Contest Rules, Winners are solely responsible for all taxes, costs, and fees associated with Prize receipt, ownership, and/or use. Winners may be required to complete and return an IRS W-9 form, W8-BEN, or other applicable forms (i.e., Request for Taxpayer Identification Number and Certification). Super will not replace any lost or stolen Prize(s) or components of a Prize(s).

All Winners are entitled, at their discretion, to refuse to accept some or all of the Prize(s) that they are eligible to receive and, in such instances, will be deemed to have forfeited the Prize. If at any time and for any reason, a Winner is deemed to have forfeited a Prize, in whole or in part, or fails to accept delivery of the Prize(s) within a reasonable period, Winner will not be entitled to any alternate Prize or any other compensation of any kind, and Super shall have no obligation to award the rejected or unclaimed portion of any Prize(s) to an alternative winner.

Certain types of Prizes may have other restrictions or limitations, including without limitation as follows, unless otherwise specified on the Contest Rules:

Contests are not sponsored, endorsed, approved, or affiliated with the manufacturer of any Prize(s) being awarded. Contest prize names and logos are the trademarks and property of the manufacturers of Prize(s). Actual Prize(s) to be awarded may not be identical to those depicted which are intended to be only representative.

Publicity

Except where prohibited by law, acceptance of any Prize also constitutes Winner's express agreement and consent for Super, and those acting under Super's authority, to use Winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Contest, Prize, and/or any of the Contest Partners, worldwide and in-perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or

promotion on behalf of Super (or the applicable Contest Partners), in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Winner agrees to confirm this consent in writing if requested.

Some jurisdictions may prohibit Super from conditioning the awarding of a Prize on Winner's consent to publicity. Winners who are residents of such jurisdictions and who object to such publicity, must notice Super of such objections via email during the Winner confirmation process.

Donations

All or a percentage of donations made in a Super Contest go to a 501(c)(3) tax-exempt public charity client associated with the applicable Contest.

Anyone who donates as an entry to a Super Contest receives a chance to win the prize(s) associated with the Contest; however, no donation is required to enter to win, and a donation does not increase your chances of winning a Contest. All donations made by U.S. donors are tax-deductible to the extent allowed by law. If your donation is accompanied by an experience perk, the amount of your donation that is deductible for U.S. federal income tax purposes may be limited to the excess of the amount contributed over the value of goods or services provided. If you have any questions regarding your tax obligations, you should consult with your own tax advisor.

For US donors, any donations made, your confirmation email can act as your tax receipt. Please keep this confirmation for your own personal records.

For international donors, we're unable to provide any tax documentation or receipts other than what is provided to U.S. donors. As always, we recommend you speak with a tax professional before deducting any donations made through a Super Contest. While we're always more than happy to assist you, we cannot advise any donor (whether domestic or international) on applying their donations to their taxes.

Daily Login Reward

Some sweepstakes will include a Super App Daily Login Reward. In order to be eligible for the Daily Login Reward, Participant must (1) log in to the Super App seven (7) non-consecutive days in a row and (2) remain in the app for at least 60 seconds. The reward is seven (7) additional free entries into the designated sweepstakes. If the Daily Login Reward is applicable to the sweepstakes, Participants will receive notification, otherwise, the Daily Login Reward is not applicable.

General Terms

Super reserves the right to cancel, suspend, and/or modify a Contest, in whole or in part, due to any fraud, bugs, virus, technical failures, changes in the law, or any other factor beyond Super's reasonable control that impairs the integrity or proper functioning of a Contest, as determined by Super. Super reserves the right, in its sole discretion and at any time, to conduct maintenance for the Site or its systems that may suspend or otherwise impact access to a Contest. Super reserves the right, in its sole discretion, to disqualify any individual tampering, or to attempting to tamper, with the administration and/or operation of any Contest, including without limitations the entry process or the Potential Winner draw process.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH A CONTEST OR UNDERMINE, OR ATTEMPT TO UNDERMINE, THE LEGITIMATE OPERATION OF AN CONTEST WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CRIMINAL AND CIVIL PROSECUTION AND PENALTIES. SHOULD SUCH AN ATTEMPT BE MADE, SUPER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SUPER'S FAILURE TO ENFORCE ANY TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION. SUPER RESERVES THE RIGHT TO DISQUALIFY ANY INDIVIDUAL IT FINDS TO BE ATTEMPTING TO TAMPER WITH OR UNDERMINE THE ENTRY PROCESS, THE WEBSITE, AND/OR THE LEGITIMATE OPERATION OF AN CONTEST; TO BREACH THE OFFICIAL RULES; OR TO ACT IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN, OR HARASS ANY OTHER PERSON. IF, FOR ANY REASON, THE CONTEST CANNOT BE RUN AS PLANNED OR IF SUPER DETERMINES IN ITS SOLE DISCRETION THAT THE INTEGRITY OR VIABILITY OF AN CONTEST IS COMPROMISED, SUPER RESERVES THE RIGHT TO VOID ANY ENTRY AT ISSUE AND (A) CANCEL OR TERMINATE THE CONTEST (OR ANY PORTION THEREOF); (B) MODIFY THE CONTEST OR SUSPEND THE CONTEST TO ADDRESS THE IMPAIRMENT AND THEN RESUME THE CONTEST IN A MANNER THAT BEST CONFORMS TO THE SPIRIT OF THESE OFFICIAL RULES; AND/OR (C) AWARD THE PRIZE AT RANDOM FROM AMONG THE ELIGIBLE, NON-SUSPECT ENTRIES RECEIVED UP TO THE TIME OF THE IMPAIRMENT.

The Released Parties are not responsible and will have no obligation or liability for or resulting from: (i) a Participant's entry or attempt to participate in a Contest, (ii) incorrect or incomplete information, whether caused by a Participant, technical errors or by any of the equipment or programming associated with or utilized in a Contest, (iii) technical failures of any kind, including, but not limited to outages, malfunctions, interruptions, or disconnections in phone lines or network hardware or software or scheduled or unscheduled maintenance; (iv) unauthorized human intervention in any part of the entry process or a Contest; (v) technical or human error in the administration of a Contest or the processing of registrations, (vi) entries, Prize claims or Prize notifications that are lost, late, incomplete, illegible, unintelligible, damaged, undeliverable or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind (including, for example, SPAM filters); (vii) Participants who have committed fraud or deception in entering or participating in a Contest or claiming the Prize, (viii) an inability of the Winner to accept the Prize for any reason; (ix) an inability to fulfill or award a Prize due to delays or interruptions due to Acts of God, natural disasters, pandemics/epidemics, terrorism, weather or any other similar event beyond Super's reasonable control; or (x) any damages, injuries or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or resulting from participating in a Contest or any promotion or Prize related activities. If for any reason, a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in a Contest.

All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of Participants and Super in connection with a Contest, shall be governed by, and construed in accordance with, United States federal law and the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

Information collected from Participants is subject to the Super's Privacy Policy, available at <https://www.super.com/legal#super-2>.

A list of winners may be provided upon request.

Super's contact information is: Snapcommerce Holdings, Inc. DBA Super 18 Bartol St, San Francisco, CA 94133.

Each of the terms of these Official Rules operates separately. If any court of relevant authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

If Super fails to insist that Participant perform any of Participant's obligations under these Official Rules, or if Super does not enforce its rights against Participant, or if Super delays in doing so, that will not mean that Super has waived its rights against Participant and will not mean that Participant does not have to comply with these obligations. If Super does waive a default by Participant, Super will only do so in writing, and that will not mean that Super will automatically waive any later default by Participant.

These Official Rules, together with the applicable Contest Rules, constitute the entire agreement between Super and Participant with respect to the Contest and supersede all prior or contemporaneous communications, whether electronic, oral or written, between Super and Participant with respect to the Contest.