

KOLACHE FACTORY "CREATE A NEW KOLACHE CONTEST"

OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL U.S. RESIDENTS OF THE STATES. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.**
2. **HERE'S HOW TO ENTER:**
 - (a) From May 28, 2019 at 12:01 a.m. through June 30, 2019 at 11:59 p.m. ET (the "Contest Period"), each person meeting the eligibility requirements (each an "Entrant", collectively, the "Entrants") will have the opportunity to enter the Create a New Kolache Contest (the "Contest") at www.kolachefactory.com/contest (the "Web Site") by completing the online form with their kolache flavor name and ingredients (the "Entry").
 - (b) Limit one (1) entry per email.
3. **ELIGIBILITY:** Contest open to legal U.S. residents who are eighteen (18) years of age or older and reside in the United States only. Employees, directors, officers and agents of Kolache Factory ("Sponsor"), and respective affiliates, subsidiaries, distributors, suppliers and advertising, promotional or judging agencies (collectively, the "Promotion Entities") and immediate family members of such employees are not eligible to win. Void wherever prohibited or restricted by law.
4. **GENERAL RELEASE:** No substitution of prize is offered, and non-cash prizes may not be redeemed for cash value. Free items not redeemed on the specific day or month cannot be rolled over and are considered unredeemable and void. Items cannot be substituted for higher priced items. All federal, state and local taxes on prizes are the sole responsibility of the prize recipient. All other expenses related to the receipt and use of the prize not specifically mentioned herein are the sole responsibility of the Winner. No groups, clubs, or organizations may participate in this offer; or reproduce or distribute any portion of these rules to its members. The Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or Web Site; violates these Official Rules. Entry in Contest constitutes your agreement to abide by these rules. Entries may be subject to review prior to posting to the Web Site. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest if it is not capable of running as planned, including, but not limited to, the following reasons: infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of the Sponsor, and Sponsor will have the right to award all Contest prizes based on the VIP judging results as of the time that any action is taken. In the event of a dispute as to the identity of a Winner, the entry will be deemed made by the authorized account holder. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. The Sponsor shall have no liability or responsibility for any claim arising in connection with participation in this Contest or any prize awarded. In the event of any dispute regarding the Contest rules, the decision of Sponsor is final.
5. **ODDS OF WINNING:** The odds of winning depend on the total number of eligible entries received.
6. **WINNER SELECTION:** Entries will be collected from May 28 until June 30. The VIP judges, deemed by Sponsor, will select 5 finalists from amongst all Entries and test ingredients to determine the winning flavor by July 9, 2019. The winning Entry whose Entrant was chosen (the "Winner"), subject to verification of eligibility, will be announced on July 12, 2019.
7. **PRIZES:** The "Grand Prize Winner" will be awarded a coupon book for one (1) kolache and a beverage everyday for a year. The four (4) finalists will be awarded a coupon book for one (1) kolache a day for six (6) months.
8. **WINNER NOTIFICATION/RELEASES:** All prize winners must claim within ten (10) days of notification by supplying Sponsor with their mailing address. Winner can claim prize at their local store or Sponsor will mail coupon books by USPS by July 25, 2019. Except where prohibited by law, acceptance of a prize constitutes Winner's permission for the Sponsor and any of the Promotion Entities to use Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.
9. **JURISDICTION AND RELEASE BY PRIZE WINNER:** The Contest shall be governed by and interpreted in accordance with the laws of the State of Texas applicable to promotions fully carried out within Texas. Except where prohibited by law, all Winners, by acceptance of a prize, agree to release the Sponsor and the Promotion Entities from any and all liability for claims, actions or proceedings for injuries or damages sustained in connection with the receipt, ownership or use of the prize. In the event any such claims are allowed, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' and/or experts' fees; and Winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages (including attorney's fees), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Each Winner acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the Winner to execute any document and Winners acknowledge that they have not executed any document in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Sponsor and its affiliates of any term of any document in a particular instance shall not be a waiver of such term for the future. Each Winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document. By entering this Contest, you consent to the laws of Texas as the governing laws and to the exclusive jurisdiction of the courts of the state

of Texas.

10. **ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to the Kolache Factory Privacy Policy. Notwithstanding the immediately foregoing, by submitting an Entry, Entrant opts-in and consents to the receipt of marketing materials by email from the Promotion Entities and their respective affiliates. All future email communications will provide Entrants/recipients with the opportunity to opt-out of all other future email communications. Kolache Factory will never sell or telephone market anyone on our marketing lists. If you would like your name removed from Kolache Factory marketing lists please send a written request to Kolache Factory 23240 Westheimer Pkwy Katy, TX 77494, Attn: Mailing List Removal and your name will be removed within 90 days of the request.

11. **LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof; (e) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest or download or upload of any materials in the Contest.

12. **SPONSOR:** Kolache Factory 23240 Westheimer Pkwy Katy, TX 77494.

13. **NO PURCHASE NECESSARY TO ENTER. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.**