A Prep Chef's Dream Giveaway Featuring Robot Coupe! OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES TIMELY RECEIVED. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

- 1. ELIGIBILITY: A Prep Chef's Dream Giveaway Featuring Robot Coupe! ("SWEEPSTAKES") IS OPEN ONLY TO LEGAL RESIDENTS OF THE FORTY EIGHT (48) CONTIGUOUS UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA) EXCLUDING ALASKA AND HAWAII, AND IS EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF Friday June 3, 2016. Employees, officers and directors of Tundra Restaurant Supply ("Sponsor"), its parent, subsidiary, and affiliated companies, advertising, promotion or production agencies, Web masters/suppliers (and their IRS dependents, immediate family members [spouse, parents, children, siblings] and individuals residing in their same household, whether or not related) are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of the Sponsor and/or its independent judging agency (the "Judges") which are final and binding in all respects. Void where prohibited.
- **2. SWEEPSTAKES PERIOD:** Sweepstakes begins at 8:00:01 a.m. Eastern Time on Friday June 3, 2016 and ends at 4:59:59 p.m. Eastern Time on Friday June 24, 2016 ("Sweepstakes Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.
- **3. TWO WAYS TO ENTER:** (a) Online: During the Sweepstakes Period, visit the Backburner Blog by Tundra Restaurant Supply at http://blog.etundra.com/robot-coupe-contest ("Website") or (b) by visiting Tundra Restaurant Supply's Facebook page at https://www.facebook.com/TundraRestaurantSupply. Follow the online instructions to complete the entry form, which includes your name and email address and submit your entry. Any other attempted form of entry is void. Online entries must be received and recorded by the Sponsor's computer during the Sweepstakes Period. Limit one (1) entry per person/email address per day, regardless of entry method. A "day" is defined as each twenty-four (24) hour time period beginning at 12:00:00 a.m. Eastern Time and ending at the following 11:59:59 p.m. Eastern Time; except the first day of the Sweepstakes Period which is defined as beginning 8:00:01 a.m. Eastern time and ending 11:59:59 p.m. CDT of the same day. Any attempt by any participant to obtain more than one (1) entry per day by using multiple/different email addresses, identities or any other methods will void that participant's entries and that participant may be disqualified. Online entrants must have a valid email address. Automated entries are prohibited, and any use of automated devices will cause disqualification.
- 4. DRAWING: This Sweepstakes will have one (1) prize-winner. No purchase necessary to enter. By entering your email address, you agree to receive offers from Tundra Restaurant Supply and Robot Coupe USA. You'll have the opportunity to unsubscribe at any time, immediately, once you receive your first newsletter. Each entrant selected as a potential winner must comply with all terms and conditions set forth in these official rules. The Sponsor will conduct one (1) random drawing on or about Friday June 24, 2016 (a "Drawing") from all eligible entries received during the contest entry period. The decision of the Sponsor are final and binding in all matters relating to this Sweepstakes. Potential winners will be notified by email at the email address provided at time of entry on or about Monday June 27, 2016. Winners must meet all eligibility requirements and Grand Prize Winner will be required to provide his/her Social Security number, and complete and submit to Sponsor an Affidavit of Eligibility which must be completed, signed and returned within seven (7) days from date of issuance, or the Grand Prize may be forfeited. If any prize or prize notification or attempted notification is returned as undeliverable, if Sponsor is unable to contact a potential winner within a reasonable time period, if required information is not timely provided to Sponsor, or if a potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, the prize may be forfeited. By accepting a prize, winners acknowledge they are in

compliance with these Official Rules. Limit of one (1) prize per person/household/email address. See Rule #5 for Prize Details.

- **5. PRIZE DETAILS/APPROXIMATE RETAIL VALUES ("ARV"):** Grand Prize: (1) Robot Coupe R2N Commercial Food Processor with 3 Quart Bowl and Continuous Feed (ARV: \$1,255.00). Total ARV of all prizes: \$1,255.00. If winner cannot accept the prize as stated, prize will be forfeited and awarded to an alternate winner. No substitution, cash redemption or transfer of prize permitted. However, Sponsor reserves right to substitute prize with prize of equal or greater value if advertised prize becomes unavailable. Odds of winning depend on the number of eligible entries received for a corresponding Drawing. Any difference between stated value and actual value will not be awarded. All taxes, fees and surcharges on prizes are the sole responsibility of the winner.
- 6. GENERAL CONDITIONS: Participants agree (a) that Sponsor and each of its parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activities (including any travel related thereto), and (b) except where legally prohibited, winners grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, and on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law. ALL PRIZES ARE AWARDED "AS IS" AND SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE EXCEPT FOR ANY WARRANTY AVAILABLE FROM THE MANUFACTURER OF THE PRIZE. All federal, state and local taxes, if any, on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are solely winner's responsibility. Unclaimed prizes will not be awarded. Please see the Privacy Policy located at https://www.etundra.com/privacy-policy/ for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. The winner agrees to submit to the Sponsor all documentation requested by Sponsor to permit it to comply with all applicable federal, state, provincial, local and tax reporting and withholding requirements. No Released Party shall be responsible for any tax implications that may arise from prize winnings. Independent financial and tax advice should be sought regarding the tax consequences of winning a prize. If you are selected as a winner, your information may also be included in a publiclyavailable winner's list.
- 7. LIABILITY LIMITATIONS: Released Parties are not responsible for lost, late, misdirected, incomplete, or non-delivered entries or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider, Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Sweepstakes or otherwise attempt to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Website.

Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, nonauthorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winners from among all eligible, nonsuspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of this Website. All entries become the sole property of the Sponsor and none will be returned. In case of dispute, the authorized account subscriber of the email account used to enter the Sweepstakes at the actual time of entry will be deemed to be the entrant, and must comply with these Official Rules. The "authorized account subscriber" is deemed to be the natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES, PRIZES, OR AN ENTRANT'S ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTED MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, THE PRIZES AND EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO EVERY PARTICIPANT. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Colorado law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY

SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THIS SWEEPSTAKES, EACH 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 SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, 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), 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), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S 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 EVERY ENTRANT.

- **9. GOVERNING LAW & JURISDICTION:** These Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Colorado, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 8 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in Colorado.
- **10. WINNERS' LIST:** For the names of the winners, mail a self-addressed, stamped envelope to: **A Prep Chef's Dream Giveaway Featuring Robot Coupe!** Winners' List Request, 3825 Walnut Street Unit E, Boulder, CO 80301.
- **11. SPONSOR:** Tundra Restaurant Supply, 3825 Walnut Street Unit E, Boulder, CO 80301.