## 420 Promotion - Official Entry Form

Instructions: Print, complete all fields, sign, and mail to the address below. No incomplete forms will be accepted. Participants are responsible for all postage costs. All entries are subject to the Official Rules attached hereto.

Mail to: 420 Promotion

Attn: GE United Holding 2828 Cochran St. #484 Simi Valley, CA 93065

Full Legal Name (must match valid government ID)	
Email Address	
Physical Address	
Phone Number	
<ul> <li>☐ I acknowledge and agree to the Official Rules of the Promotion attached hereto</li> <li>☐ I acknowledge that all information provided in this Entry Form matches the information associated with my Grassdoor account</li> </ul>	
Signature:	_
Date:	

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## **OFFICIAL RULES**

NOTICE REGARDING DISPUTE RESOLUTION: THESE OFFICIAL RULES CONTAIN TERMS THAT GOVERN HOW CLAIMS BETWEEN YOU AND SPONSOR, RELATING TO YOUR ENTRY IN THE PROMOTION, WILL BE RESOLVED. THIS INCLUDES AN ARBITRATION AGREEMENT AND WAIVER OF A CLASS ACTION THAT REQUIRES YOU TO SUBMIT ALL CLAIMS TO ARBITRATION AND LIMITS YOUR ABILITY TO BRING CLAIMS ON BEHALF OF ANYONE OTHER THAN YOURSELF.

NO PURCHASE OF ANY KIND NECESSARY TO ENTER OR WIN. ALL ENTRIES HAVE AN EQUAL CHANCE OF WINNING. A PURCHASE WILL NOT INCREASE THE CHANCES OF WINNING. MUST BE 21 OR OLDER TO ENTER. VOID WHERE PROHIBITED.

- **1. SPONSOR**. The 420 Promotion to Win a Tesla Model 3 (the "**Promotion**") is sponsored and administered by GE United Holding, Inc. dba Grassdoor (the "**Sponsor**" or "**Grassdoor**").
- 2. ELIGIBILITY. To be eligible to enter the Promotion or be awarded the prize, a participant must fully comply with the Official Rules. Participation in the Promotion is open only to legal residents of California that reside within Grassdoor's service area <a href="https://grassdoor.com/weed-delivery-cities">https://grassdoor.com/weed-delivery-cities</a> and are 21 years of age or older at the time of entry. No purchase of any kind necessary to enter or win. Void where prohibited or restricted by law. The Promotion is being conducted as a consumer sweepstakes in accordance with California Business and Professions Code Section 17539.15. All federal, state and local laws and regulations apply. The following individuals are <a href="not">not</a> eligible to participate in the Promotion: employees, contractors, directors, and officers of Sponsor and each of its respective subsidiaries and affiliated companies, and the immediate family members (spouse, parent, child, sibling, and spouse or "step" of each) and those living in the same households of each such individual.
- **3. ENTRY PERIOD**. The Promotion commences at 8:00 AM PDT on Thursday, April 6, 2023 and ends at 10:00 PM PDT on Wednesday, May 31, 2023 (the "Entry Period"). Individuals who complete an "Eligible Order" (as defined below) during the Entry Period and/or complete the free mail-in entry form linked below (the "Entry Form") during the Entry Period will be entered into the drawing for the Promotion prize. There will be one (1) prize winner. The winner will be determined by random drawing, conducted at the end of the Entry Period, from all eligible entries received.
- **4. HOW TO ENTER**. There are two ways of entering the Promotion:
  - a. Automatic Entry: Participants will be automatically entered into the Promotion by completing a valid order ("Eligible Order") through the Grassdoor website <a href="https://grassdoor.com">https://grassdoor.com</a> or mobile application (collectively, the "Site") that: (i) is placed on the Site by an eligible customer (i.e., 21 years or older) that resides in the state of California; (ii) has an order value of \$100.00 or more; (iii) is placed on the Site and completed (i.e., delivered) during the Entry Period; and (iv) is otherwise subject to Grassdoor's Terms of Use <a href="https://grassdoor.com/termsandconditions">https://grassdoor.com/privacypolicy</a>. Any order that does not meet the criteria specified in (i)-(iv) above, that is canceled (in full or in part) for any reason, or that is invalid or prohibited under applicable law, shall not qualify as an Eligible Order.

b. **Mail-in Entry**. Participants may enter the Promotion by printing the Entry Form available here and mailing the completed form to the following address:

420 Promotion Attn: GE United Holding 2828 Cochran St. #484 Simi Valley, CA 93065

Mail-in participants must have a valid Grassdoor account. Information on the Entry Form must match Grassdoor account information. Only one Entry Form will be accepted per envelope. Only one Entry Form will be accepted per participant per postmark date. No Entry Forms will be accepted after May 31, 2023. Participants are solely responsible for all costs of postage.

No more than one (1) entry per participant is permitted per day regardless of how the participant enters the Promotion. Entering more than once per day does not increase a participant's chances of winning.

All entries become the exclusive property of the Sponsor and will not be acknowledged or returned. No entries by facsimile, email, SMS, or by any other means not described above.

By entering the Promotion, each participant represents and warrants that they have fully complied with, and agree to be bound by these Official Rules. By entering, each participant agrees to indemnify and hold harmless the Sponsor (including its subsidiaries, affiliates, director, officers, employees, and agents) from any action or liability resulting from participation in the Promotion and/or any other information included in any entry (see Sections 10 and 11 below). Normal internet access, phone/data and usage charges imposed by the participant's online service or carrier may apply and are the participant's sole responsibility.

**5. PROMOTION PRIZE & CONDITIONS**. One (1) prize shall be awarded. The prize winner will be drawn at random, at the end of the Entry Period, from all eligible entries. One winner will receive a 2023 Tesla Model 3, with an approximate retail value of \$40,000 including all sales taxes and applicable fees.

"Tesla" and "Model 3" are registered trademarks of Tesla, Inc. This Promotion is not sponsored, endorsed, or affiliated in any way with Tesla, Inc. All other third party names, copyrights, or marks are the property of their respective owners.

No alternative prize or other substitution is permitted. The prize may be subject to availability and other restrictions in certain jurisdictions based on licensing, import, or other distribution restrictions. The prize is nontransferable/non-saleable. The winner of the prize is not eligible for any cash rebates. All federal, state and/or local taxes, any and all fees for registration, title, and insurance, as well as all ordinary costs of ownership and/or maintenance, are the sole responsibility of the winner. The winner must have a valid drivers' license and proof of insurance to take delivery of the prize and must take delivery of the prize at the location specified by Sponsor. Neither Sponsor nor the vehicle manufacturer has made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact, or law, relative to the prize vehicle, including but not limited to its quality, mechanical condition, or fitness. Notwithstanding the foregoing, the prize vehicle may include the manufacturer's standard vehicle limited warranty, as stated in the vehicle's owner's guide. Sponsor reserves the right to delay vehicle delivery or substitute a similar vehicle of equal or greater value should the vehicle as described above be unavailable for any reason.

- **6. ODDS OF WINNING**. Odds of winning are dependent upon the number of eligible entries received. All entries have an equal chance of winning. A purchase does not increase your chances of winning.
- **7. PRIZE DRAWING**. One (1) prize winner will be selected in one (1) random drawin, at the end of the Entry Period. Drawing will be conducted by Sponsor or an independent third party selected by Sponsor. Sponsor's interpretation of these rules and all decisions shall be final and binding.
- **8. WINNER NOTIFICATION**. The winner will be notified via the email address associated with their Grassdoor account, or via the email address submitted on the Entry Form, within forty-eight (48) hours of the closing of the Entry Period. The winner will have forty-eight (48) hours from notification to accept the prize by email, and will be given contact and further information at that time. If the winner fails to respond to the notification within the 48-hour period, such winner may be disqualified, and in that situation, will forfeit any claim to the prize. The winner is not eligible for more than one prize. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner.

Personally identifiable information, including entry information received, will be used to verify eligibility, for notification, and to award the prize.

If the winner is determined to be ineligible and/or disqualified for any reason, an alternate winner may be randomly drawn from the eligible entries. The alternate winner will be notified per the procedures specified above.

In the event of any dispute concerning the identity of any participant related to an entry, the entry will be deemed submitted by the natural person who is the authorized holder of the email account associated with the Eligible Order or Entry Form, as applicable. Sponsor and its agencies are not responsible for notifications that are misdirected because of email addresses that are no longer correct, or for any other reason beyond the exclusive control of the Sponsor.

**9. GENERAL RULES/VERIFICATION**. By entering, each participant agrees to be bound by these Official Rules and the decisions of Sponsor, which shall be final. Only complete entries submitted during the Entry Period and received by Sponsor are eligible. Incomplete, illegible, corrupted, or untimely entries are also void and ineligible. Proof of mailing/submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right, in its sole discretion, to suspend or terminate the Promotion at any time and to award the Promotion prize to a participant selected at random from the pool of eligible entries received up to the point of termination, if a computer virus, bug, tampering, unauthorized intervention, or other technical problem of any sort corrupts the administration, security, or proper play of the Promotion. Sponsor also reserves the right to disqualify, in its sole discretion, any person tampering with the entry process, the operation of the Site or Entry Form, or who is otherwise in violation of the Official Rules or any other terms and conditions that apply.

Participants are limited to one (1) entry per day via Eligible Order and/or Entry Form.

All Entry Forms must be submitted by the individual participant to be valid. Use, or attempted use, of any robotic, automated, programmed, mechanical, or other non-manual methods will void *all* entries for that participant and will result in disqualification of the participant from the Promotion, at Sponsor's discretion. No duplicates, facsimiles, or other mechanical or electronic reproductions of Entry Forms will be accepted. Sponsor has the sole right and discretion to make a determination that a participant used or attempted to use any such prohibited entry methods.

Reasons a participant and/or winner may be ineligible to receive the prize 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 Sponsor; (iii) failure to provide a valid email address at the time of entry; (iv) failure to timely respond to the winner notification email or any other request from Sponsor; (v) Sponsor is unable to verify the identity and verification of the participant/winner to its reasonable satisfaction within seven (7) days of the drawing; (vi) failure to timely complete and/or return any verification documentation reasonably requested by Sponsor; (vii) the provision of false, incomplete, and or misleading information to or about Sponsor; (viii) the commission of any fraud or deception in connection with the Promotion, use of the Site, and/or relationship with Sponsor; (ix) acting in an obnoxious, threatening, abusive, or harassing manner, at any time before or during the awarding of the prize; and (x) inability to timely accept the prize for any reason.

By participating in the Promotion, each participant agrees to release and hold Sponsor and the employees, officers, directors, shareholders, agents, representatives of Sponsor, its parent company, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Promotion or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

- 10. INDEMNIFICATION. As a condition of entry, each participant, agrees to defend, indemnify, release and hold harmless Sponsor and its subsidiaries, affiliates, and any other person or organization responsible for sponsoring, fulfilling, administering, or advertising the Promotion, including all past and present officers, directors, employees, agents, and representatives of Sponsor, its subsidiaries, and affiliates (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, acceptance, possession, defect in, delivery of, inability to use, use, or misuse of the prize, and/or the broadcast, exploitation, or use of any entry.
- 11. LIMITATIONS OF LIABILITY. Sponsor, agents and representatives of Sponsor, its affiliates, subsidiaries, partners, advertising, promotion, and fulfillment agencies, and legal advisors are not responsible for and shall not be liable for: (i) telephone, electronic, hardware or software program, network, Internet, server, or computer malfunctions, failures, human error, or difficulties of any kind, including any technical issues or interruptions on the Site; (ii) failed, incomplete, illegible, garbled, or delayed written, computer, mobile, or electronic transmissions; (iii) any condition caused by events beyond the control of the Sponsor that may cause the Promotion to be disrupted or corrupted; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Promotion; or (v) any printing or typographical errors in any materials associated with the Promotion (online/electronic or otherwise).

## 12. BINDING ARBITRATION, NO CLASS ACTION.

Please read this section carefully. Each participant understands and agrees that they waive their right to sue or go to court to assert or defend their rights connected with the Promotion and these Official Rules.

- (A) <u>Mandatory Arbitration of Disputes</u>: As a condition of participation, each participant and Sponsor agrees that any dispute, controversy, or claim arising out of or relating to the Promotion, these Official Rules, or the breach, termination, enforcement, interpretation, or validity thereof, and including the determination of the scope or applicability of this arbitration provision (each, a "Claim") shall be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. Each participant and Sponsor agrees that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Official Rules and that this arbitration provision shall survive termination of these Official Rules.
- (B) <u>Class Action Waiver</u>: Each participant and Sponsor agrees that either of them may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if the parties' dispute is resolved through arbitration, neither JAMS nor the arbitrator may consolidate another person's claims with participant's claims or otherwise preside over any form of a representative or class proceeding for any purpose. If this specific provision is found to be unenforceable, then the entirety of this Section 12 shall be null and void.
- (C) <u>Limited Remedies</u>: Additionally, except as may be provided for in Subsection 12(D), below, or prohibited by law, each participant and Sponsor agrees that, for any dispute, claim, or controversy arising out of or relating to the Promotion, these Official Rules or the breach, termination, enforcement, interpretation, or validity thereof, their remedies are limited to a claim for money damages (if any) and they each irrevocably waive any right to seek injunctive or equitable relief.
- (D) Exceptions and Opt-out: Notwithstanding Subsections 12(A) and 12(B), above, each participant and Sponsor retains the right to:
- (i) seek to resolve a Claim in small claims court if it qualifies; and
- (ii) seek injunctive or other equitable relief from a court of competent jurisdiction to prevent (or enjoin) the infringement or misappropriation of their respective intellectual property rights.
- In addition, each participant will retain the right to opt out of arbitration entirely and litigate any Claim if such participant provides Sponsor with written notice of such participant's desire to do so by regular mail sent to the attention of Sponsor's Legal Department at the address set out in Section 4(b) above, within thirty (30) days following the date such participant first agrees to these Official Rules.
- (E) <u>Dispute Resolution and Notification of Claims</u>: Prior to bringing a Claim, each Participant and Sponsor agrees to provide notice to the other party and attempt, in good faith, to negotiate an informal resolution. To begin this process, before initiating any arbitration proceeding, the party seeking to bring a Claim must send a notice of Claim ("**Notice**") by certified mail to the other party. All Notices to Sponsor must be sent to the address set out in Section 4(b) above. The Notice must describe the nature and basis of the Claim and the relief sought. If the parties are unable to resolve the potential Claim within forty-five (45) days after receipt of the Notice, then the participant or Sponsor may initiate arbitration proceedings as set out below.
- (F) <u>Arbitration Process and Rules</u>: Any arbitration will be conducted by JAMS pursuant to its procedural rules for commercial disputes ("**JAMS Rules**"), using the Optional Expedited Arbitration Procedures when applicable. The JAMS Rules are available at <a href="https://www.jamsadr.com">https://www.jamsadr.com</a>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at www.jamsadr.com. JAMS will appoint an arbitrator. When practical, the arbitrator should have prior subject matter knowledge and familiarity with sweepstakes and other applicable laws in the State of California. The arbitration may be conducted via video-conference or in-person in the county (or other municipality) where the participant lives, unless the participant and Sponsor both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement. The arbitrator shall provide a decision explaining the arbitrator's findings and conclusions, and the ruling may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be final and binding upon the parties to these Official Rules.

- (G) <u>Arbitration Costs</u>: Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If a participant asserts a claim against Sponsor, such participant will be responsible for paying the consumer filing fee. Sponsor will pay for all other JAMS-included fees (including filing, administration, and arbitrator fees and expenses). Each party shall pay its own attorneys' fees and any other costs it incurs. If any party prevails on a statutory claim that affords a prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the arbitrator will award such costs and fees per the applicable statute or written agreement. The arbitrator shall resolve any dispute regarding the reasonableness of any fee or cost that may be awarded under this paragraph.
- (H) <u>Confidentiality</u>: To the extent permitted by law, the existence of the arbitration, the arbitration proceedings, and the outcome of the arbitration will be treated as confidential and will not be disclosed by either the participant or Sponsor. Each participant and Sponsor agrees that an award, and any judgment confirming it, only applies to the arbitration in which it was awarded and cannot be used in any other proceeding except to enforce the award itself and any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts in Los Angeles, California.
- (I) <u>Severability</u>: If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, 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.
- **13. CHOICE OF LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
- **14. PRIVACY AND PUBLICITY**. All personal information collected by Sponsor will be used for administration of the Promotion or as otherwise permitted under applicable law. Sponsor reserves the right, and all participants expressly agree, that Sponsor may use the name and/or pseudonym of the selected participant and/or all photographs and videos at whatever location such visual material may be produced, except as prohibited by law. Use may include the Internet, such as the websites of Sponsor, its social network pages including Facebook, Twitter, Instagram, YouTube, etc. and other publicity, magazines, catalogs or other media. In addition, participants may receive electronic communication from, or on behalf of Sponsor subject to Sponsor's privacy policy. Please refer to Sponsor's privacy policy located at <a href="https://grassdoor.com/privacypolicy">https://grassdoor.com/privacypolicy</a> to learn how to unsubscribe and for important information regarding the collection, use and disclosure of personal information by Sponsor.
- **15. RULES/NAME OF WINNER**: For a copy of these Official Rules or a list of the winners, which will be made available for a period of at least thirty (30) days after the end of the Entry Period, send a self-addressed-stamped envelope to the address specified in Section 4(b) above.