

**Original Farmers Market**  
**“New Originals Pop-Up Contest”**

**Terms & Conditions // Privacy Policy // Rules & Regulations**

**Overview:**

The Original Farmers Market (and its representatives) (collectively, “OFM” or “We”) will select one or more winners (“Winners” or “Winner”) of the “New Originals Pop-Up Contest” (“Contest”) from all properly submitted entries. It is the intention to select one (1) Winner, although selection of any Winners is at the sole discretion of OFM, and the number of Winners and final decision will be final.

OFM will select an undetermined number of Contest Finalists (“Finalists”) from all submitted entries. Finalists will be announced at the conclusion of the Application period, which date may be changed at the sole discretion of OFM. Finalists will be expected to promote their inclusion as Finalist through their social media channels, participate in interviews with OFM staff, promote their Finalist entry through the social media voting platform, and participate in the Finalist Showcase Day at The Original Farmers Market which is open to the public.

Finalists will be highlighted on the OFM website and social media channels, through traditional media outlets, on-site signage, social media influencers, and other promotional opportunities as available.

Finalists are expected to promote and share the Finalist voting site on their own social channels and encourage followers to vote for them. While fan votes do not solely determine the Winners, they will be taken into consideration when making the final Winner selections.

By entering the Contest and choosing the “I Agree to the Privacy Policy” option on the Contest website and Application page, participants in the Contest (“You”) expressly consent to the terms of the Privacy Policy and the Rules and Regulations set forth below:

**PRIVACY POLICY**

- We may request personal information from You including your name, email address, phone number, state or zip code, and age.
- The personal information We collect is used to contact You in the event that You are selected to win a prize in the Contest.
- We do not sell or otherwise share personal information You provide to us\*. This information is only used internally to administer the Contest.
- You have the right to know the length of time we intend to retain each category of personal information. We shall not retain your personal information for any disclosed purpose for which the personal information was collected for longer than is reasonably necessary for that disclosed purpose.
- All data collected from You is protected by the same security measures and procedures as the rest of the data we collect and process on this website.

- If You have any questions or concerns, please contact us via this email address: info@neworiginalsofm.com
- Although the website may be accessible worldwide, no part of the website is directed to persons and entities located outside the United States. If You are located outside the United States, this Privacy Policy may or may not comply with the laws of other jurisdictions. If You are visiting the United States from a jurisdiction with laws governing data collection and use, please note that You are agreeing to the transfer and processing of your information in the United States. By providing your information, You consent to any transfer and processing in accordance with this Privacy Policy.

**Contest Timing:**

The Contest is scheduled to be held from March 27, 2023, through June 9, 2023. Contest may be canceled or extended at any time at OFM’s sole discretion.

**Dates below are approximate, and may be adjusted at the sole discretion of OFM:**

- March 27: Application period opens
- April 21: Application period closes
- May 8: Finalists Announced
- May 8: Social Voting period opens
- May 17-18: Finalist Interviews with OFM staff
- May 20: Finalist Showcase Day at Original Farmers Market
- May 26: Social voting period closes
- June 9: Winner announced
- June 30-July 8: Projected opening date

**Requirements:**

Eligible participants must be 18+ years of age and will be required to obtain all necessary business licenses and permits from the City and County of Los Angeles (when applicable).

Winners will sign a Short-Term License Agreement with OFM and be responsible for obtaining proper insurance coverage through an approved vendor.

**PRIZES:**

The prize Winner or Winners will receive:

- Space #126, which is approximately 1,500 Square Feet located within the Center Market at The Original Farmers Market. Space comes with the following equipment:
  - Three-Compartment Sink
  - Hand Sink
  - Refrigeration & Freezer
  - Small Fryer with venting
  - Prep Tables & Shelving
  - Refrigerated prep coolers
  - 3<sup>rd</sup> Street frontage
- From June 9 through September 30, 2023, there will be no monthly rental charge.

- Winner will receive a \$7,500 cash prize to be used for build-out, signage, staffing, utilities (gas & electric), inventory, etc. Cash prize will be distributed as a reimbursement upon submittal of paid receipts
- Press release about the Winner distributed through all appropriate media channels.
- Promotion of Winner through OFM marketing assets, including website, social media, e-newsletter, and onsite signage.
- OFM anticipates engaging with social media influencer partners for promotional opportunities around the Contest, which will include promotion of the Winner's concept.

The total prize package is valued at approximately: \$50,000.

No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent of prize by Winner is permitted. Acceptance of prize constitutes permission for OFM to use Winner's name, likeness and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Incidental expenses and all other costs and expenses (i.e., additional build-out, staffing, signage), which are not specifically listed as part of a prize in these Official Rules, and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize, are solely the responsibility of the respective Winner.

**ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS SOLELY THE RESPONSIBILITY OF THE WINNER.**

The Winner(s) will be responsible for providing the following:

- Professionally merchandised storefront ready to conduct business on a daily basis (hours of operation: 9a-9p M-F, and 9a-8p Sat, and 10a-7p Sun). This includes appropriate signage, staffing, and product merchandising.
- Social media posts to include Original Farmers Market social handles.
- Participation in all New Originals marketing tactics, including press releases, media pitches, events, and other avenues to be determined.

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

This Contest is governed by these official rules ("Official Rules"). By participating in the contest, each entrant agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the Contest, as determined by The Original Farmers Market ("OFM") and its representatives, are final in all respects. The Contest is subject to all federal, state and local laws and regulations of California and is void where prohibited by law.

*This contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Instagram, or any other promotional platform unless otherwise noted. Any questions, comments or complaints regarding the promotion will be directed to OFM.*

**ELIGIBILITY**

The Contest is open to legal residents of the United States where not prohibited by law, who are 18 years of age or older at the time of entry who have Internet access and a valid e-mail account prior to the beginning of the Contest Period. OFM has the right to verify the eligibility of each entrant.

Employees of OFM, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and those living in the same household of Employees are not eligible to participate in the Contest.

For clarity purposes, existing tenants and vendors of The Original Farmers Market are not eligible to participate in the Contest.

Contest is subject to all applicable federal, state, and local laws and regulations of California. Contest is void where prohibited.

### **AGREEMENT TO RULES**

By participating, the Contestant (“You”) agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of OFM as final and binding as it relates to the content, administration and Rules of this Contest.

### **HOW TO ENTER**

You can only enter the Contest through the designated entry webpage. Entrants must fill out all required fields on the entry form to participate in the contest. After submitting the required information on the entry form, the entrant will receive one (1) entry into the Contest.

You may enter one time per valid email address and business concept during the Contest duration.

### **WINNER SELECTION**

All eligible entries received during the Application Period will be gathered into a database with Winners selected by the OFM team.

Contestants will be judged, and Finalists selected based on the following criteria:

- Responses to Application (40 points)
  - All application fields completed appropriately, with information that is adequate to comprehend the Applicant’s business acumen and product mix.
  - How the business concept fits within the existing Original Farmers Market mix of other food and grocery vendors.
  - Contestant’s experience with previous storefront operations.
  - How the contestant intends to operate the storefront beyond the Contest.
- In-Person Interview (40 points)
  - Demonstrate ability to answer basic questions about the business concept, including an operational plan for space.
  - Demonstrate understanding of how the business fits within the Original Farmers Market environment, by complimenting existing vendors.
  - Demonstrate a desire to operate the storefront beyond the initial term.
- Finalist Showcase Day (10 points)
  - Product quality and customer service.
  - Public interaction and feedback.
- Social Media Vote (10 points)

It is anticipated that the Winner will be selected and notified on or around June 9, 2023. Announcements and instructions will be sent to the email address supplied on the potential prize Winner's entry form. Each entrant is responsible for monitoring his/her email account for prize notification and receipt of other communications related to this Contest. If a potential prize Winner cannot be reached by OFM within 48 hours from the time the prize notification is sent, using the contact information provided at the time of entry, that a potential prize Winner shall forfeit the prize.

**ADDITIONAL LIMITATIONS:** No substitution or cash equivalent of prizes is permitted. The Released Parties (as defined below) are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting or these Official Rules, the selection and announcement of any Winner, or the distribution of any prize. Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by OFM. OFM reserves the right to terminate, suspend or amend the Contest, without notice, and for any reason, including, without limitation, if OFM determines that the Contest cannot be conducted as planned as a result of a computer virus, bug, or other malicious software, tampering or unauthorized intervention, technical failure or other cause beyond OFM's control, that corrupts the administration, security, fairness, integrity or proper play of the Contest. In the event that any tampering or unauthorized intervention may have occurred, OFM reserves the right to void those entries suspected of tampering or unauthorized intervention. OFM and its respective parent, affiliate and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

**CONTENT RESTRICTIONS:** Entrants must not include any of the following content (the "Content Restrictions") in any Entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of trademarks, copyrights, trade secrets and other intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) tobacco, e-cigarettes, or drugs; (g) dangerous stunts; (h) real weapons of any kind including, but not limited to, guns, knives or projectiles; (i) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state or local law, ordinance, or regulation; (j) content concerning individuals under the age of 18 without providing a signed release from the individual's parent or legal guardian; (k) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (l) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the Entry is created or the regulations, guidelines, or policies of the platform used (i.e., Instagram). Any Entry that does not comply with the foregoing, in the sole discretion of OFM, will be disqualified and eliminated from the Contest.

**CONTENT REQUIREMENTS:** By submitting any content, You warrant and represent that such content: (a) is your original work, (b) has not been previously published, (c) has not won previous prizes or awards, (d)

has not been copied from others, (e) does not infringe upon the intellectual property rights of any person or entity. You further agree to indemnify and hold harmless, the Released Parties (as defined herein) from any and all claims to the contrary.

BY SUBMITTING ANY CONTENT, YOU ACKNOWLEDGE THAT YOUR CONTENT MAY BE POSTED ON OFM WEBSITES, OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY OFM, IN OFM'S SOLE DISCRETION. In consideration for your participation in this Contest and for the opportunity to win a prize, You hereby grant OFM and those authorized on OFM's behalf, an unlimited, perpetual, worldwide, non-exclusive, non-restrictive, royalty-free, sublicensable (through multiple tiers) right and license to use, publish, reproduce, display, publicly perform, adapt, modify, distribute, prepare derivative works of, and promote such Content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without further consideration to You.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** By entering the Contest, each entrant agrees to (a) be bound by these Official Rules, and (b) indemnify, release and hold harmless the Contest Entities and all their respective officers, directors, employees, representatives, agents, licensees (collectively, "Released Parties") from any liability, damage, loss or injury resulting in whole or in part, directly or indirectly, from entrant's participation in the Contest and the acceptance, use or misuse of any prize that may be won. The entrant agrees to forever and irrevocably release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity, intellectual property rights (including without limitation, copyrights, trademarks, trade dress, trade secrets) or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, injury, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant. The Released Parties do not make any warranties, express or implied, as to the condition, fitness or merchantability of any element of a prize. The Released Parties disclaim any liability for damage to any computer system resulting from access to or the download of information or materials connected with the Contest.

**GENERAL CONDITIONS:** As a condition of entering this Contest, each entrant agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to this Contest, or any prizes awarded (each, a "Claim"), shall be resolved in accordance with the Laws of the State of California and Los Angeles County shall have exclusive jurisdiction. The entrants hereby renounce their right to bring any Claims in any other jurisdiction that they may be entitled as a result of current or future addresses, or for any other reason.

Original Farmers Market and each of their respective parent companies, trustees, subsidiaries, franchisees, assignees, affiliates, licensees, agents, independent contractors, telecasters, sponsors, licensees and advertising and promotional agencies, and each of their respective general and limited partners, members, shareholders, officers, directors, agents, employees, representatives and contractors (collectively, the "Released Parties") shall not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected entries, for incorrect, inaccurate or incomplete entry information whether caused by a participant, equipment, or technical malfunction or for any human error, technical error or malfunctions.

Released Parties are not responsible for any technical, computer, network, typographical, printing, human or other errors relating to or in connection with this Contest, including, without limitation, errors or problems which may occur in connection with the offer or administration of this Contest, the processing of entries, the tabulation of scores, the cancellation of games or any errors appearing in any Contest-related materials including, but not limited, to errors in advertising, the Official Rules, the selection and announcement of the Winners or the distribution of the Prizes. OFM reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

Released Parties make no warranties, express or implied, relative to the use or enjoyment of the Prize (or any portion thereof) including, without limitation, its quality, merchantability or fitness for a particular purpose. By entering the Contest, each participant agrees to indemnify, hold harmless and fully release the Released Parties from any and all claims, demands, losses, promises, causes of action and liabilities for any injuries, losses, death, or damages of any kind caused, directly or indirectly, in whole or in part, by participation in, or preparation for, the Contest, Contest-related activity, participant's Entry, or resulting from the acceptance, possession, quality, use or misuse of the Prize (or any portion thereof) including any travel or activity related thereto.

If the Contest is not capable of running as planned for any reason including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, cancellation of games, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, OFM reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Contest, to disqualify any individual who tampers with the entry process, and, if terminated, to determine the Winner, if any, from among all eligible, non-suspect Entries submitted up to the point of termination.

Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, wireless, Internet Service Provider (ISP) or lines, computer systems, servers, or providers, computer equipment, software, malfunctions of wireless devices, wireless service problems, cellular tower equipment, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website or wireless service congestion, or any combination thereof, including any injury or damage to participant's or any other person's

computer or mobile device related to or resulting from participation or downloading any materials in this Contest.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, OFM WILL DISQUALIFY ANY PARTICIPANT RESPONSIBLE FOR THE ATTEMPT, AND OFM RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event the Contest is challenged by any legal or regulatory authority, OFM reserves the right to discontinue or modify the Contest, or to disqualify participants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any participant who is disqualified due to such an action.

OFM will make every effort to support the Winner during their initial term and beyond, however OFM is not responsible for the long-term solvency of the success of the business.

This Contest may not be used for, or in connection with, any form of gambling.

***By visiting this page, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules & Regulations of this Contest.***