

CloudKitchens Key Promotion

Official Promotion Rules

BY SUBMITTING AN ENTRY TO THIS PROMOTION DURING THE PROMOTION PERIODS, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE PROMOTION ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.

3300 Fairmount Avenue PHI LLC and 1308 W. Girard Avenue PHI LLC (collectively "Company") are offering the "Key Promotion". The Key Promotion is subject to these official rules (the "Official Rules"), and by entering, entrant ("Entrant") agrees to be bound by them and the decisions of Company, which are final and binding in all respects.

The Promotion consists of (1) a sweepstakes where one randomly chosen winner will be sent a key which unlocks a designated lock box and such person will win the Grand Prize and (2) a contest pursuant to which the first one hundred participants to schedule and complete a tour by 9/14/2020 win Second Place Prize (1) and (2) collectively, the "Promotion"). In order to enter to win the Grand Prize or a Second Place Prize, you must have received a CloudKitchens Key and invitation to enter in the mail. Your invite to enter and your CloudKitchens Key are nontransferable.

1. Eligibility: The Promotion is open to legal residents of the State of Pennsylvania who are 18 years of age or older at the time of entry. VOID WHERE PROHIBITED. Employees, officers and representatives and members of the immediate family members (*i.e.*, parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Company and its affiliated companies, parent companies, subsidiaries, participating promotional partners, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Promotion (the "Promotion Entities") are not eligible.

2. HOW TO ENTER

How To Enter the Sweepstakes: The Sweepstakes begins on or about 12:01am Eastern Time ("ET") on 7/31/2020 and ends at 11:59pm ET on 9/14/2020 (the "Sweepstakes Period").

If you have received a CloudKitchens Key, there is one way you can enter the Sweepstakes: You can enter to win the Grand Prize by trying your CloudKitchens Key at the designated facilities by 9/14/2020. If it unlocks the lock box, you win the Grand Prize, subject to this Agreement.

The odds of winning the Grand Prize is approximately 1 out of 1000.

How to Enter the Contest: You can enter to win Second Place Prizes by two methods (you may only enter once regardless of method of entry):

- a. By Phone: To enter by phone, users must call (267) 518-6376 and schedule a tour of the designated CloudKitchens facility by 8/14/2020. User must bring their physical CloudKitchens Key with them.
- b. By Mail: To enter by mail, users must mail a 3"x5" card to 777 S Figueroa St, Floor 41, Los Angeles, CA 90017 with the following information: (1) first and last name; (2) phone number; and (3) email. All mail in entries must be postmarked by 8/14/2020. You are required to provide your own postage.

For clarity, you must also complete the tour but the date/time of your tour will not be used as the measure to determine if you were in the first 100 entrants, you merely need to complete your tour by 9/14/2020 (and complete the other requirements as set forth herein). We will measure mail in entries by the time and date received by us.

3. Prizes: There is one Grand Prize and one hundred Second Place Prizes to win (collectively, the "Prizes"). You may only win one Prize. The Prizes shall be awarded to the Winners (defined below) of the Promotion.

Grand Prize. The Grand Prize Winner will be randomly chosen from all eligible entrants (for clarity, a random person will receive the winning key). The Grand Prize consists of the following: One grand prize winner will have the opportunity to license a kitchen at the designated delivery hub, and the Company will waive the monthly license fees for the first six months of a twelve month term. **The Grand Prize winner will be required to sign a standard kitchen license agreement with an initial term of 12 months and an access date of no later than 9/14/2020.** The Grand Prize winner will be responsible for paying Company (a) for monthly operating expenses incurred for use of the kitchen (approximately \$1,750 per month) as further set forth in the kitchen license agreement; (b) a refundable one time fee of \$13,500 (which return shall be governed by the kitchen license

agreement as set forth in the kitchen license agreement); (c) a processing fee of 3% on all sales of orders from the kitchen as further set forth in the kitchen license agreement. The Approximate retail value ("ARV") of the Prize is: \$27,000. In the event Company terminates the standard license agreement due to winner's breach, winner will not be entitled to any replacement prize or any refund of any kind.

Second Place Prizes. The Second Place Prize Winners will be the first one hundred Entrants to call and schedule a tour (for clarity, you must also complete the tour but the date/time of your tour will not be used as the measure to determine if you were in the first 100 entrants, you merely need to complete your tour by 9/14/2020 and complete the other requirements set forth herein. Second Place Prize winners will have the opportunity to license a kitchen at the designated delivery hub, and Company shall waive the monthly license fee for the first month of a twelve month term. **The Second Place Prize winners will each be required to sign a standard kitchen license agreement with an initial term of 12 months and an access date of no later than 9/14/2020.** The winners will be responsible for paying Company (a) for monthly operating expenses incurred for use of the kitchen (approximately \$1750 per month) as further set forth in the kitchen license agreement; (b) a refundable one time fee of \$13,500 (which return shall be governed by the kitchen license agreement as set forth in the kitchen license agreement); (c) a processing fee of 3% on all sales of orders from the kitchen as further set forth in the kitchen license agreement. The Approximate retail value ("ARV") of the Prize is: \$4,500. In the event Company terminates the standard license agreement due to winner's breach, winner will not be entitled to any replacement prize or any refund of any kind.

Second Place Prizes are subject to availability. If there are no kitchens available for immediate license at the designated delivery hub, then you will, at our option, either (a) be added to the waiting list for the designated delivery hub or (b) receive your first month fee waiver at an alternative delivery hub.

All Grand Prize and Second Place Prize Winners will be required to, at their own expense, obtain all required permits to prepare food at the delivery hub (estimated cost of \$630). Additionally, if Winners wish to use the licensed kitchen for online delivery, they must register accounts with the applicable delivery platforms and pay the applicable fees to those delivery platforms. Before receiving the Prize, all winners will have to undergo a credit check, background check and reference check prior to being permitted to license a kitchen.

If for any reason a Prize is unavailable or a Prize or related event is delayed, cancelled or postponed, or for any other reason, Company reserves the right to modify the Promotion in its sole discretion and award a substitute prize, or portion of prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. The Promotion Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. In the event a potential Winner cannot accept the Prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries. All costs and expenses not specifically listed above as part of the Prize are solely Winner's responsibility. The Prize is provided "as is". Entrants acknowledge that the Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize, including any implied warranty of merchantability of fitness for a particular purpose. Any prize pictured in advertising and other Promotion materials are for illustrative purposes only.

The value of the Prize will be taxable to the Winner as income. An IRS Form 1099 and W9 will be issued in the name of the Winner for the actual value of the Prize awarded. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Prize not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the prize, in whole or in part, is used).

When submitting their entry, Entrants are required to provide complete and truthful information. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Company's sole and absolute discretion. Entries submitted by persons who do not meet the eligible requirements (including all requirements with respect to age and residence) are void. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person's agents. Company will disqualify any entry from individuals who do not meet the eligibility requirements. All entries submitted in compliance with these Official Rules and not disqualified or void are considered "Eligible Entries." All entries are the property of Company.

By entering the Promotion, Entrants: (a) agree to be bound by these Official Rules and by the interpretation of these Official Rules by Company and by the decisions of Company, which are final and binding in all respects; (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless the Promotion Entities from and against any claims, injury or damages arising out of or relating to participation in the Promotion and/or the use, misuse or redemption of the Prize, and for any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Promotion, the Prize, or Company's advertising and marketing related to the Promotion, Entrants or the Winner. Winning the Prize is contingent upon fulfilling all requirements set forth herein. Winner's guest, if any, will also be required to agree to such a release.

4. Winner Selection and Notification: The Winners will be notified within three (3) business days of confirmation of the credit, background and reference check. The potential Winners will be notified by contact information provided by the entrant. If the potential Winner cannot be reached after a reasonable effort has been exerted within three (3) days from when the initial notification email is sent, the potential Winner forfeits the Prize. If the individual who received the winning Key does not try their key at the delivery hub for whatever reason, there will be no Grand Prize Winner.

5. Winner Verification: Each potential Winner may be required to prove eligibility, including, without limitation, proof of age, residence and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification within three (3) days of being notified of being a potential Winner. Before receiving the Prize, all winners will have to undergo a credit check, background check and reference check prior to being permitted to license a kitchen.

A potential Winner (or any alternate potential Winner if one must be selected) is not official and shall not be confirmed as the Winner until he/she has completed, signed and returned documentation required by Company — including a notarized Affidavit of Eligibility, release of liability, (except where prohibited) publicity release form, kitchen license agreement, and a completed IRS W-9 form, and the eligibility of the potential Winner has been verified. Forms must be received within thirty (30) days after notification of winning. If a potential Winner does not complete all forms necessary within the time given and/or in the event of non-compliance by a potential Winner, such potential Winner shall be disqualified and shall forfeit the prize, and all privileges otherwise due as a Winner shall be terminated and an alternate potential Winner will be chosen in a random drawing from among all of the remaining Eligible Entries.

Provided that a potential Winner is in compliance with the Official Rules and after having successfully proven eligibility, the potential Winner will be determined to be a Winner. Company expressly reserves the right to delay the announcement of the Winners for any reason it deems necessary. In addition, Company reserves the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules.

If, for any reason, more bona fide winners come forward seeking to claim the Prize in excess of the Prize for the Promotion available as set forth in these Official Rules, the Winner of the Promotion's Prize available may be selected in a random drawing from among all persons making purportedly valid claims for each such Prize. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. The Promotion Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential Winners.

6. Liability Release and Indemnity: By entering the Promotion, Entrant agrees that Company, any other Promotion Entities, and each of their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives are indemnified, released and will be held harmless by Entrant from any and all liability, for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize The Prize is offered and provided "as is" with no warranty or guarantee by Company, either express or implied.

By participating in the Promotion, each Winner acknowledges that the Promotion Entities have not and will not obtain or provide automotive or other insurance of any kind relating to the Prize and that the Winner will be responsible for obtaining and paying for automotive, accident, property, life, travel, or other form of insurance relating to the Prize that the Winner deems appropriate.

Entrants agree to indemnify and hold harmless the Promotion Entities from any and all liability arising out of or relating in any way to Entrant's participation in the Promotion and to release all rights to bring any claim, action or proceeding against the Promotion Entities arising out of participation in the Promotion, use of the Promotion website(s), or receipt or use of the Prize or any other prize, including but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Promotion or the processing of entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Promotion), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use of any prize (including, without limitation, any travel or Company trips or rides taken by Entrant in connection with using the Prize). Entrants assume all liability for an injury or damage caused, or claim to be caused, by participation in the Promotion, the use of the Sweepstake website(s), or the acceptance, receipt, or use of any prize or prize component. Entrants further agree that in any cause of action, the Promotion Entities' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Promotion Entities be liable for attorney's fees.

The Promotion Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Promotion, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Promotion, or other errors appearing within the Official Rules or in the Promotion related advertisements. The Promotion Entities assume no responsibility for any

typographical or other error in the printing of the offer, administration of the Promotion, errors in processing entries, identifying the Winners, in the announcement of the Prize and Winners, the delivery of any Prize, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site including uber.com, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Promotion. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Company reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Promotion; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner or the Promotion Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Promotion; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PROMOTION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

7. Grant of Rights. By entering, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, and any video footage related to the Prize, for Company's advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

8. General Terms. The Promotion Entities are not responsible if the Promotion cannot take place, or if the Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Promotion Entities. If, for any reason the Promotion is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Promotion Entities, which, in Company's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, Company reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion or any part of the Promotion. If the Promotion or any part of the Promotion is terminated or modified prior to the closing date of the Promotion, notice will be posted on uber.com. If time permits and the Prize will be awarded to a potential Winner to be selected in a random drawing from among all of the remaining uncorrupted Eligible Entries received prior to any such event outside of the reasonable control of Company. Company reserves the right to modify and amend these Official Rules from time to time during the Promotion for clarification purposes.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Company's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Promotion-related materials, privacy policy or terms of use on a website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Company's sole and absolute discretion.

9. Binding Arbitration: Except where prohibited by law, Entrant agrees: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PROMOTION OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) any dispute, controversy or claim arising out of or relating to the Promotion or any prize awarded shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect; (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the AAA Rules, in Los Angeles County, California; (4) unless both Entrant and Company agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding; (5) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (6) any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

10. Governing Law: All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Company in connection with the Promotion, shall be governed by, and construed in accordance with, the California law without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

11. Request for Name of Winner and Official Rules: All requests for a copy of the Official Rules and for the names of the Winners must be made within thirty (30) days of the end of the Promotion Period. For the name of the Winners and/or Official Rules: (i) send a self-addressed, stamped envelope postmarked to Key Promotion, [777 S Figueroa St, Floor 41, Los Angeles, CA 90017] Attn: Legal; and (ii) write "Winners' Names" and/or "Official Rules" on the lower left hand corner of the envelope.

12. Sponsored and Administered by: This Promotion is sponsored and administered by 3300 Fairmount Avenue PHI LLC and 1308 W. Girard Avenue PHI LLC, both with addresses at 777 S Figueroa St, Floor 41, Los Angeles, CA 90017.