

**COSÌ® FLATBREAD RECIPE CONTEST
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. Internet access is required to participate. Void where prohibited.

1. DESCRIPTION OF CONTEST: The Cosi® Flatbread Recipe Contest (the “**Contest**”) is designed to encourage eligible individuals to use their creativity to create Cosi Flatbread Recipes. A winning entry will be selected in accordance with these Official Rules (“**Rules**”).

2. ELIGIBILITY: The Cosi® Flatbread Recipe Contest is brought to you by Cosi, Inc. (the “**Sponsor**”). The Promotion is open only to legal residents of the forty-eight (48) contiguous United States (excludes Alaska & Hawaii) and the District of Columbia. To enter, you (“**you**” or “**Entry**”) must be at least eighteen (18) years old at the time of entry. Employees of Sponsor, franchisees and licensees of Sponsor, and each of their parent and affiliate companies, and suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted. Participation constitutes your full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters relating to the Contest. Winning a prize is contingent upon fulfilling all requirements specified in these Official Rules. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate.

3. TIMING: The Promotion begins on May 10, 2021 at 12:01 a.m. Eastern Time (“**ET**”) and ends on May 31, 2021, at 11:59 p.m. ET (the “**Contest Period**”). Sponsor’s computer is the official time keeping device for this Contest.

4. HOW TO ENTER: The Contest will be hosted on Instagram (and also advertised on Facebook, TikTok and Twitter). Entrants will create a recipe for Cosi Bake-at-Home Flatbreads and post a picture or video of the final product or recipe to their Instagram account using the hashtag #getcosi.com. Each eligible Entrant submitting an eligible entry will be eligible to win a 6-month subscription of Cosi Flatbread. There is a limit of three (3) entries per Entrant during the entire Contest Period. Neither Instagram, Facebook, TikTok, nor Twitter are sponsors of the Contest, and there is no affiliation between Sponsor and Instagram, Facebook, TikTok or Twitter.

5. ENTRY REQUIREMENTS: By submitting an entry in the Contest, you hereby warrant and represent that your entry contains only your original content and conforms to the requirements specified in these Rules. Entries must be in English. Entries must meet the following requirements:

YOUR RECIPE, PHOTO, VIDEO, ENTRY MUST BE ORIGINAL CONTENT CREATED BY YOU AND MUST NOT INCLUDE CONTENT CREATED OR OWNED BY ANY OTHER PERSON OR ENTITY. BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY MAY BE POSTED ON SPONSOR’S WEBSITE, INSTAGRAM, FACEBOOK PAGE, TIKTOK, OTHER SOCIAL MEDIA WEBSITES (INDIVIDUALLY AND COLLECTIVELY, “**SOCIAL MEDIA**”) OR OTHER MARKETING MATERIALS, IN SPONSOR’S DISCRETION. Sponsor reserves the right to, and may or may not, monitor/screen entries prior to posting them to its Website or Social Media. By entering, you acknowledge that Sponsor has no obligation to use or post any entry you submit. Submission of an entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, or publicly perform the entry in any way, in any and all media, without limitation, and without consideration to Entrant. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants.

By submitting an entry in the Contest, you acknowledge and agree that you are opting to receive Cosi updates and promotions. You may unsubscribe or opt out of Cosi updates and promotions at any time by following the “Unsubscribe” link at the bottom of email notices or by notifying us by visiting our website at www.getcosi.com and clicking on “Contact”.

6. SELECTION OF WINNERS: One winner will be selected by Sponsor on or about June 1, 2021. If any winner is not able to accept, or does not accept, the prize for any reason whatsoever, then Sponsor reserves the right to award the prize to another Entrant. The decision will be made by Sponsor based on criteria determined by Sponsor, which may include, without limitation, taste, visual appeal, ease of preparation, ingredients, etc.

7. PRIZE DETAILS/ODDS: One (1) winner will be selected by Sponsor and will receive a FREE 6-MONTH SUBSCRIPTION TO COSI FLATBREAD (Original or Multigrain, at the winner's option), including the Flatbread and free shipping, valued at approximately \$150.00. Sponsor will work with the winner to create the 6-month Subscription for monthly shipment.

Winner must submit contact information and mailing address via email within 24 hours of being notified by Direct Message (DM) to receive the prize as specified by Sponsor or prize will be forfeited. There is no cash equivalent for prize, and prize cannot be assigned, transferred, or substituted except by Sponsor who may, at its sole discretion, substitute any prize with one of comparable value, excluding cash. Winners are responsible for all federal, state, local and sales taxes and any costs, expenses or fees whatsoever associated with prize receipt and/or use not specifically provided for herein. Odds of winning depend on number of eligible entries received.

8. CONDITIONS OF PARTICIPATION: Entrant agrees (a) to these Official Rules and the decisions of Sponsor which are final and binding, (b) that Sponsor, its parent, subsidiary and affiliated companies, successors and assigns, advertising and promotion agencies, and all of their officers, directors, members, managers, employees, contractors / consultants, representatives and agents will have no liability whatsoever for, are released by Entrant from and shall be held harmless by Entrant against any liability for any injuries, losses or damages of any kind to persons, 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 Contest or Contest-related activities, and (c) except where legally prohibited and subject to legal requirements and limitations, winner grants (and agrees to confirm that grant in writing) permission to Sponsor and those acting under Sponsor's authority the right to the use of his/her name, photograph, likeness, voice, image and biographical information and statements and the entry for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

9. GENERAL PROVISIONS: Sponsor is not responsible if entries are not received, no matter what the reason even if known in advance, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or the failure to capture any such information. Persons who tamper with any aspect of the Contest, as solely determined by Sponsor, or who attempt to participate by submitting more than three (3) entries or under multiple identities will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries and disqualify any entrant using such methods. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of 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 Promotion. In case of dispute, the authorized subscriber of the email account used to enter the Contest at the actual time of entry will be deemed to be the Entrant and must comply with these Official Rules.

10. DISPUTES, ARBITRATION, CHOICE OF LAW: Except where prohibited, as a further condition of participating in this Contest, you agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association; (b) the Federal Arbitration Act shall govern the interpretations, enforcement and all proceeding at such arbitration; (c) judgment upon such arbitration award may be entered in any court having jurisdiction; (d) 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' fees; and (e) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all

rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses excluding attorneys' fees, and any and all rights to have damages multiplied or otherwise increased. You agree that this agreement is governed by the laws of the State of Delaware (without regard to any conflicts of law provisions, and by entering, you hereby consent to the exclusive personal jurisdiction of the State of Delaware.

11. WINNER'S LIST: For the name and address (city/state only) of the winner(s), please send an email on or after June 10, 2021, and July 30, 2021, to info@getcosi.com with "**Cosi Flatbread Recipe Contest List, Attn: Marketing**" in the "subject" line of the email header.

12. SPONSOR: Cosi Inc., 200 Sheffield Street, Suite 105, Mountainside, NJ 07092. Do not send correspondence to this address.

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