

Rules and Regulations for Online Pitch Competition

1. Eligibility

The 2025 CPGrow Pitch Competition (the “*Pitch*”) is offered by Ouiby Inc. DBA Kickfurther (“*Sponsor*”) to residents of states where such contests are allowed by the laws of those states. By entering the Pitch, you accept sole responsibility for determining whether your participation is legal in any jurisdiction that applies to you. Participants must be of the age of majority in their jurisdiction of residence and have an active email account and Internet access at the time of entry. Employees and directors of Sponsor, its advertising and promotion agencies, the Pitch judges and its legal advisors, and the immediate family (parent, child, sibling and spouse of each) or members of the households of such employees and directors (those who have lived in the same household for at least three of the 12 months preceding the applicable Pitch Period) are not eligible. By entering, you agree to these “Official Rules” and that the decisions of Sponsor are final and binding in all respects. This Pitch is void where prohibited or restricted by law.

2. Pitch Period

The Pitch is open for entry from November 1, 2024 to January 31, 2025 or until such time as otherwise ended by Sponsor in its sole discretion.

3. Entry

- A. You can enter the Pitch by completing the survey on the Pitch webpage.
- B. To enter the Pitch, you must have a business that would qualify for funding on the Sponsor’s platform as determined in the Sponsor’s sole discretion.
- C. Entrants may not enter with multiple emails and/or multiple identities nor may entrants use any automated entry mechanism or artifice to obtain more than the maximum number of entries. Any entrant who attempts to participate with multiple emails and/or multiple identities or uses any device or artifice to obtain more than the maximum number of entries will be disqualified.

4. Winner Selection

The Sponsor will select eligible entrants to receive the prizes included in the Pitch at the Sponsor’s sole discretion using whatever means to choose winners as it deems fit, or no means at all.

5. Prizes

The prizes offered will be shown on the Pitch’s webpage and may be changed from time to time, in Sponsor’s sole discretion. All potential winners are subject to verification and qualification at Sponsor’s sole discretion. No assignment, transfer or substitution of any prize is permitted. In the case the Sponsor offers any prize related to waiving its fees or cost related to its consignment inventory platform, such prize must be used by April 1, 2026 or earlier, if specified by Sponsor. Sponsor has the right to refuse to allow any one to use its consignment inventory platform regardless of if such person or entity wins the Pitch. By accepting entering the Pitch, Pitch winners agree that their name and likeness may be used for advertising and promotional purposes in Sponsor’s sole discretion in any and all media now known or hereinafter developed without territorial or time limitations. Taxes on prizes are the sole

responsibility of each winner. Winners will be notified with next steps on claiming prizes. Any prize offered by a partner of the Sponsor are subject to such partner's own terms, any additional terms required by Sponsor, and availability and by entering the Pitch, you hereby agree to release Sponsor from any liability related to awarding any prizes, failure to award any prizes, the availability of any prizes, and any terms related to any prizes which may be imposed by any partner.

6. General Conditions

A. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Pitch or the Website; to be in violation of the User Agreement of the Website; to be acting in violation of these Official Rules; to be acting in an unethical or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, as determined by Sponsor's its sole discretion, or to disqualify any entrant for any reason whatsoever.

B. Any use of cartel, robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any such methods will be disqualified. If for any reason this Pitch is not capable of being conducted as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Pitch, or for any reason whatsoever decided by Sponsor, Sponsor reserves the right to cancel, terminate, modify or suspend the Pitch.

C. By entering Pitch, you understand and agree that your contact information will be shared with Sponsoring Partners and consent to the sharing of all information provided to Sponsor with any partner, entity, or person Sponsor so chooses in its sole discretion and without the consent of any Sponsor.

D. Any applicant may be required to complete Sponsor's diligence process. Sponsor may disqualify any applicant for any reason, including any reason related to such diligence.

E. Any applicant may be required to attend events and meetings related to the Pitch. Failure to attend these required events or meetings may result in disqualification. No applicant will be reimbursed for its costs related to attending such meetings or events or for anything else related to the Pitch whatsoever.

7. LIMITATIONS OF LIABILITY

A. **SPONSOR IS NOT RESPONSIBLE FOR LATE, LOST, ILLEGIBLE, MISDIRECTED ENTRIES, AND SPONSOR DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ITS WEBSITES. SPONSOR IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR TELEPHONE LINES, COMPUTER ON-LINE SYSTEMS, SERVERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY E-MAIL OR ENTRY TO BE RECEIVED BY SPONSOR ON ACCOUNT OF TECHNICAL PROBLEMS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, OR ANY COMBINATION THEREOF. SPONSOR IS NOT RELATED TO ANY DAMAGES INCURRED BY ANY APPLICANT WHICH MAY IN WHOLE OR IN PART RESULT FROM THE PITCH, ANY PRIZE AWARDED BY SPONSOR,**

SPONSOR'S DECISION TO NO AWARD ANY PRIZE, OR ANY COSTS OR EXPENSES INCURRED BY ANY APPLICANT.

B. SPONSOR IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CAPTURE OF INFORMATION OR THE FAILURE TO CAPTURE SUCH INFORMATION, WHETHER CAUSED BY WEBSITE USERS, TAMPERING OR HACKING, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST. SPONSOR IS NOT RESPONSIBLE FOR INJURY OR DAMAGE TO PARTICIPANTS' OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING IN THIS CONTEST OR DOWNLOADING MATERIALS FROM OR USE OF THE WEBSITE.

C. IN NO EVENT WILL SPONSOR ITS DISTRIBUTORS, AFFILIATES, SUBSIDIARIES, VENDORS, ADVERTISING AGENCIES AND PROMOTION AGENCIES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS CONTEST, ACCESS TO AND USE OF THE WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE AND IN THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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 YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS

8. Arbitration and Disputes

As a condition of participating in this Pitch, you agree that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Pitch, or any prizes awarded, or the determination of the Winner shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with entering this Pitch), and you further waive all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or your rights and obligations, and Sponsor's rights and obligations in connection with this Pitch, shall be governed by, and construed in accordance with, the laws of the Colorado, without giving effect to the conflict of laws rules thereof.

9. Winner's List

The names of the Pitch winners are available upon written request. Requests should be sent to 1 Seneca St. FL 24, Buffalo, NY 14203 Attn: Kickfurther.