

Official Rules

Void outside of Australia. Do not proceed to enter if you are not at least eighteen (18) years of age and have Internet access and photo uploading capability at the time of entry. By participating, you agree to be bound by these Official Rules and the decisions of Yahava Koffeeworks, which are binding and final in all matters relating to this contest.

NO PURCHASE NECESSARY TO ENTER OR WIN.

CONTEST PERIOD: Yahava Koffeeworks Top Dogs 2019 ("Contest") begins at 12:01 a.m. Western Standard Time ("WST") on 26/7/19 and ends at 11:59 p.m. ET on 16/08/19 ("Contest Period"). The Contest Period consists of the "Entry Period" beginning at 12:01 a.m. WST on 26/7/19 and ending at 11:59 p.m. ET on 16/8/19, the "Judging Period" starting on 17/8/19 and ending on 23/8/19.

HOW TO ENTER: During the Entry Period, visit : <https://www.yahava.com.au/yahava-top-dog-2019/> and follow the provided instructions to complete the registration form and upload one (1) photo of your dog and submit to enter (collectively, the "Entry"). There is no cost to enter. Entries generated by script, macro or other automated means or practices, or by any means which subvert the entry process will be void. All Entries must be received by 11:59 p.m. WST on 16/8/19 to be eligible.

ENTRY REQUIREMENTS: Entries may not contain, as determined by Yahava Koffeeworks, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;

- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
- contains any personal identification, such as personal names, license plate numbers, street addresses or e-mail addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains any individual other than the entrant and his/her rescue dog;
- communicates messages or images inconsistent with the positive images and/or good will to which Yahava Koffeeworks wishes to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Yahava Koffeeworks in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Yahava Koffeeworks reserves the right to request proof of these permissions in a form acceptable to Yahava Koffeeworks

from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on Yahava Koffeeworks websites and/or social media pages. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and reserve the right to remove any posted Entry for any reason and at any time.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Yahava Koffeeworks, in its sole discretion, may disqualify your Entry for any reason, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Yahava Koffeeworks, in its sole discretion.

Entering the Contest will automatically register entrant at www.yahava.com if entrant has not already registered. Entries generated by script, macro or other automated means or practices, or by any means which subvert the entry process will be void.

ENTRY LIMIT: Each participant may only participate using one (1) pet, regardless of number or species of pets. Any attempt by a participant, or any other person, to participate using more than one pet, using any method, may result in disqualification by Yahava Koffeeworks, in its sole discretion.

ELIGIBILITY: This Contest is open to anyone 18 years of age or older, with Internet access and photo uploading capability. Employees of Yahava Koffeeworks and any other organizations affiliated with the Yahava Koffeeworks corporation, fulfillment, administration, prize support, advertisement or promotion of the Contest and each of their respective parents, agents, affiliates, subsidiaries, and

advertising and promotion agencies, and their immediate family members (regardless of where they reside) or household members, whether or not related, are not eligible to enter or win. "Immediate family members" shall mean spouses, parents, step-parents, children, step-children, siblings, step-siblings, and their respective spouses. "Household members" shall mean people who share the same residence at least three months a year.

JUDGING AND WINNER SELECTION: All eligible Entries received by Yahava Koffeeworks will be elected based on votes received, and consensus reached by the Swan Valley and Margaret River teams. In the event of a tie, an additional, "tie-breaking" judge will determine the finalist(s) based on the criteria listed herein. Potential finalists will be notified via email. Yahava Koffeeworks reserves the right to disqualify a potential winner if Yahava Koffeeworks determines in its sole discretion that selecting such potential finalist might reflect negatively on the Yahava Koffeeworks.

PUBLIC VOTING PHASE: All finalist Photos and Essays will be posted on www.yahava.com during the Public Voting Phase. There will be a limit of one (1) vote per person (with a valid e-mail address) per day. For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Public Voting Period beginning at 12:01 a.m. WST and ending at 11:59 p.m. WST. Votes received from any person or email address in excess of the above-stated limitation will be void. Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Yahava Koffeeworks in its sole discretion. At the conclusion of the Voting Period, the one (1) finalist receiving the highest number of votes will be deemed the potential grand prize winner. The two (2) finalists receiving the second highest number of votes will be deemed the potential runner-up prize winners. In the event of a tie, a qualified panel of judges will determine the winner in question from among the tied entries based on the "quality of photo/media provided" criterion specified above. Decisions of judges are final and binding in all respects. All results are unofficial until verified by Yahava Koffeeworks.

PRIZES:

A Yahava Hamper retailed at \$xxx, crowning of winners as Yahava Top Dogs 2019.

Prizes are awarded "as is" with no warranty or guarantee express or implied by Yahava Koffeeworks.

Winners may not substitute, assign or transfer prize or redeem prize for cash, but Yahava Koffeeworks reserves the right, at its sole discretion, to substitute prizes (or portions thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Yahava Koffeeworks's sole discretion. Released Parties (as defined below) disclaim all and any liability for the actual provision, quality or nature of any third-party product or service accepted by the winners. The awarding of any prize is contingent upon full compliance with these Official Rules.

OWNERSHIP/USE OF ENTRIES: By submitting an Entry, each entrant agrees Yahava Koffeeworks shall own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the photo and names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

PRIVACY: Form Submission at www.yahava.com is required to enter the Contest. When you submit a form, we collect personally identifying information about you, including your name, complete mailing address, and email address. The information that you provide will be added to a centralized Yahava Koffeeworks database and you will simultaneously be registered for Yahava Koffeeworks's

other communications as well. By entering and providing the required registration information, you acknowledge that Yahava Koffeeworks may send you information, samples, or special offers it believes may be of interest to you about its publications or other complementary goods offered by Yahava Koffeeworks. Your email address will not be sold or rented to third parties.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Contest, participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental or consequential damages including attorney's fees or any other damages, other than for participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participant further waives all rights to have damages multiplied or increased.

RELEASES: By participating in this Contest, entrants agree to release Yahava Koffeeworks and any other organizations affiliated with the Yahava Koffeeworks, fulfillment, administration, prize support, advertisement or promotion of the Contest and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Contest and/or acceptance or use of any prize.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected entries or registrations; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or

misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Contest. Released Parties are 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. Yahava Koffeeworks reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise in violation of these Official Rules. Yahava Koffeeworks further reserves the right, in its sole discretion, to cancel, terminate or modify this Contest if the Contest is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Yahava Koffeeworks, corrupt or affect the administration, security, fairness, proper play or integrity of the Contest. Yahava Koffeeworks reserves the right in its sole discretion to disqualify any individual it believes has tampered with the entry process. In the event of cancellation or termination, Yahava Koffeeworks reserves the right to select the winners using the judging and voting processes from among all eligible, non-suspect entries received prior to date of cancellation or termination. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of the e-mail account associated with the entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, YAHAVA KOFFEEWORKS**

WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES (AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Except where prohibited by law, entry constitutes permission to use each entrant's name, hometown (city and state), voice, biographical information, likeness, photograph and any statements regarding this Contest in all media now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise, the Contest, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity, worldwide, in perpetuity, or on a winner's list, if applicable. Contest is subject to all applicable U. S. federal, state and local laws and regulations. Prize winners will be issued an IRS 1099-MISC tax form in the amount of the prize retail value as stated herein.

WINNER'S NAMES: The names of the winners will be posted on www.yahava.com.