

## **Terms of Participation**

Welcome to The Kitchen Table! This is a collaboration between you and Sur La Table and we can't wait to see you shouting loud! As a Sur La Table advocate, you'll play a crucial role in championing our products/services and helping us reach new heights. Here's what we expect from you:

1. Once you have completed a few easy challenges, you will be rewarded with tier 1 rewards.
2. Sur La Table expects you to post at least once on your social channels within 30 days after receiving Sur La Table products from your gift card rewards.
3. After the first post goes live, you are free to take part in as many challenges as you please.
4. Each challenge rewards you with points which enable you to level up through each tier of the program.
5. Each time you level up you will unlock bigger and better rewards and exclusive community perks, so don't forget to continually share the Sur La Table love! We expect you to post on your social channels each time you receive more Sur La Table product.

## **Content Expectations**

When posting on social media, you must include:

- a. tags to all relevant Sur La Table channels (**@surlatable**)
- b. brand hashtags **#TheKitchenTable #SurLaTable**
- c. imagery that is respectful and appropriate for all audiences.

When posting on social media, you must not include:

- a. references to products/services from any other brands.
- b. mentions, images or references to any offensive, harmful, or illegal content.
- c. degenerative comments towards competitors, employees, social personalities or religious characters.
- d. content that infringes on the intellectual property rights or privacy of any third party.

## **Ownership of Content**

As a member of The Kitchen Table, you hereby irrevocably assign to Sur La Table all right, title, and interest in and to any content you create or submit in connection with the program, including all intellectual property rights therein (collectively, "Content"). To the extent any such rights cannot be assigned, you grant Sur La Table an exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Content in any media or format now known or hereafter developed, for any purpose, including promotional, marketing, and advertising purposes, both online and offline, without any compensation beyond the benefits provided as part of The Kitchen Table program. You waive any and all moral rights you may have in the Content.

Wherever possible, Sur La Table will credit you as the creator of the content by using your social media handle, name or username. However, due to technical limitations or space constraints, explicit attribution may not always be possible.

### **Representations and Warranties**

By participating in The Kitchen Table program, you represent and warrant that:

- (a) You are 18 years or older, the sole owner of, or have all necessary rights to, any Content you submit, and such Content does not and will not infringe, misappropriate, or violate any third party's intellectual property rights, privacy rights, publicity rights, or other legal rights;
- (b) You have sole control and authority over the social media accounts you use in connection with this program;
- (c) All statements you make about Sur La Table products or services will be truthful, accurate, and based on your genuine experience and opinion;
- (d) You will comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 C.F.R. Part 255) and all applicable social media platform terms of service.

### **FTC Disclosure Requirements**

You acknowledge that your participation in The Kitchen Table program constitutes a material connection with Sur La Table that must be disclosed in accordance with FTC guidelines. You agree to clearly and conspicuously disclose your relationship with Sur La Table in all Content by including appropriate disclosures such as #ad, #sponsored, or #SurLaTablePartner in a prominent location within your posts. Failure to comply with FTC disclosure requirements may result in immediate termination and may expose you to regulatory action.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Sur La Table, its parent, subsidiaries, affiliates, officers, directors, employees, agents, licensors, and suppliers (collectively, the "Sur La Table Parties") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (a) your breach of this Agreement; (b) your Content, including any claim that your Content infringes or misappropriates any third party's intellectual property or other rights; (c) your violation of any applicable law, rule, or regulation, including FTC guidelines; (d) your negligence or willful misconduct; or (e) any dispute between you and any third party related to your participation in the program.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SUR LA TABLE PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, REGARDLESS OF THE THEORY OF LIABILITY. THE TOTAL CUMULATIVE LIABILITY OF THE SUR LA TABLE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL VALUE OF REWARDS AND PRODUCTS YOU HAVE RECEIVED UNDER THE PROGRAM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE PROGRAM AND ALL REWARDS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

### **Confidentiality**

During and after your participation in the program, you agree to keep confidential and not disclose to any third party any non-public information you receive from Sur La Table, including

but not limited to unreleased product information, marketing strategies, program terms, internal communications, and business plans ("Confidential Information"). You may not use Confidential Information for any purpose other than your participation in the program. Upon termination of your participation, you agree to promptly return or destroy all Confidential Information in your possession.

### **Non-Disparagement**

During and after your participation in the program, you agree not to make, publish, or communicate any disparaging, defamatory, or negative statements or comments about Sur La Table, its products, services, officers, directors, employees, affiliates, or business practices, whether orally, in writing, or through any electronic or social media platform. Nothing in this section shall prevent you from providing truthful information in response to a valid legal process or government inquiry.

### **Termination**

Either party may terminate this Agreement at any time by providing written notice to the other party. Additionally, Sur La Table may terminate this Agreement and your participation in The Kitchen Table program immediately and without notice if:

1. You fail to post at least once on your social channels within 30 days after receiving your Sur La Table product.
2. Your account is inactive for a period of **6 months** or longer.
3. You sell, transfer, license or assign your rewards, account, submissions, reward credits, loyalty points or any account rights (or attempt to do any of the same) to anyone other than yourself.
4. You fail to meet the program expectations, which may include but is not limited to:
  - a. The Kitchen Table account has been inactive for 6 months
  - b. posting or submitting content that is of low quality.
  - c. posting or submitting content that doesn't adhere to our Sur La Table guidelines.
  - d. posting or submitting content that doesn't meet the terms outlined in the Scope of Work.

Upon termination for any reason: (a) all rights and licenses granted to you under this Agreement shall immediately cease; (b) you shall promptly cease using any Sur La Table trademarks, logos, or branding; (c) upon Sur La Table's request, you shall remove any Content relating to Sur La Table from your social media accounts within ten (10) business days; and (d) if terminated for cause, Sur La Table reserves the right to reclaim or cancel any unredeemed rewards, points, or benefits.

### **General Provisions**

**Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, and you hereby consent to the personal jurisdiction of such courts.

**Dispute Resolution.** Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules. The arbitration shall take place in Wilmington, Delaware. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

**Incorporation.** This SOW is governed by that certain Terms of Use located at <https://obs.duel.me/documents/Duel-Terms-of-Use.pdf> (the “MSA”), the terms of which are hereby incorporated by this reference. This SOW shall not be construed or interpreted without the MSA. Notwithstanding the foregoing, should there be a conflict in terms between this SOW and the MSA, the terms of this SOW shall control.

**No Waiver.** The failure of Sur La Table to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce such provision or any other provision in the future.

If you're happy with all of the points mentioned above, let's go!