

BRIOCHE GOURMET “Holiday Moments” GIVEAWAY CONTEST

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

By entering into this promotion (the “Promotion”), you accept these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion.

AS EXPLAINED BELOW, THESE OFFICIAL RULES CONTAIN A CLASS ACTION WAIVER AS WELL AS AN ARBITRATION PROVISION, WHICH REQUIRES YOU TO ARBITRATE ANY DISPUTES OR CLAIMS (WITH CERTAIN EXCEPTIONS) YOU MAY HAVE ON AN INDIVIDUAL BASIS YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AND/OR THE CLASS ACTION WAIVER, AS EXPLAINED BELOW.

Sponsor

La Fournee Doree USA Corp. Inc., ZA Sud des Achards - 6, rue
de l'Océan
85150 LES ACHARDS, France

OR:

La Fournee Doree USA Corp. Inc.
5966 South Dixie Highway
Ste 300, Miami, FL 33143
USA

Administrator

Vimax Publishing & Marketing, Inc.
32365 Howard Ave.
Madison Heights, MI 48071
USA

Entry Period	<p>Entries will open at 12 pm ET on December 12, 2025 and end at 11:59 pm ET on December 18, 2025 (the “<u>Entry Period</u>”), after which time the Entry Period will be closed and no further entries shall be accepted.</p>
Eligibility	<p>The Promotion is open to all legal U.S. residents currently residing in the fifty (50) United States and the District of Columbia who are eighteen (18) years or older as of the date of entry. Void where prohibited by law.</p> <p>Employees, officers, and directors of Sponsor, Administrator (if any) or any of its parents, controlled affiliates, and subsidiaries, or any of their respective representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agents or agencies, website providers, web masters involved in the creation, design, execution, production, or fulfillment of the Promotion, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win.</p>
How to Enter	<p>During the Entry Period, go to www.instagram.com (or open the Instagram app on your device) and:</p> <ul style="list-style-type: none"> • Follow @briochegourmet.us on Instagram (if you are not already following); • Like any "Holiday Moments" Giveaway Instagram Promotion posts; and • “Tag a friend in the comments in any "Holiday Moments" Giveaway Instagram Promotions posts;

	Limit one (1) entry per Instagram account per person for the Promotion during the Entry Period.
Number of Winners	Three (3) winners (each a <u>“Winner”</u>).
Selection of Winners	The Winners will be selected in a random drawing from among all eligible entries received using a Microsoft Excel spreadsheet “RandBetween” function. The odds of winning will depend on the number of eligible entries received during the Entry Period. The random drawing will be conducted by Administrator, whose decisions are final on all matters relating to the Promotion. If an insufficient number of eligible entries are received to award the Prize, Sponsor is not obligated to award the Prize.
Notification of Winners / Required Documents	Winners will be contacted via Instagram direct message on December 19, 2025. Winners will be required to provide their full name, mailing address and phone number in order to redeem their prize. If a Winner does not respond within 72 hours of notification by Sponsor, Sponsor shall be entitled, in its sole discretion, to choose another Winner.
Prize(s)	<p>One prize per Winner, consisting of the following (the <u>“Prize”</u>):</p> <p>One (1) Brioche Gourmet Box, including:</p> <ul style="list-style-type: none"> ○ One (1): Sliced Brioche Loaf (\$5.99) ○ One (1): Sliced Chocolate Chip Brioche Loaf (\$6.99) ○ One (1): Brioche Baguettes (\$5.99) ○ One (1): Brioche Gourmet Apron (\$18.32) ○ One (1): Brioche Gourmet Tote Bag (\$4.00) ○ One (1): Brioche Gourmet Pen (\$1.50) ○ One (1): Le Creuset Signature Enameled Cast Iron Round Dutch Oven (5.5 qt.) (\$500) <p>The approximate retail value of the Prize is \$542.79.</p>

	<p>The approximate retail value of any Prize or any sub-part represents Sponsor's good faith determination. Each Winner is solely responsible for payment of any applicable federal, state, provincial, territorial, and local taxes, fees (including any import fees), and surcharges imposed on the acceptance of the applicable Prize.</p> <p>The Prize has no cash value and may not be redeemed for cash at any time.</p>
Additional Terms	<p>The Promotion is in no way sponsored, administered or associated with the social media platform provider on which the Promotion is being operated (if applicable). By entering, entrants confirm they are 18+ years of age, release said social media platform(s) of responsibility, and agree to the terms of use of said social media platform(s).</p>
Publicity Release	<p>Except where prohibited by law, each entrant and Winner grants to Sponsor (which grant will be confirmed in writing on request of Sponsor), its subsidiaries, affiliates, retailers, distributors, advertising, and promotional agencies, suppliers, and those acting pursuant to its authority, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed at any time or times, such entrant's or Winner's name, portrait, picture, voice, likeness, and biographical information ("Likeness") for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio</p>

	<p>broadcast) in connection with the Promotion without additional consideration, compensation, permission, or notification. Entrants and Winners waive any right to inspect or approve uses of their Likeness by Sponsor in connection with the Promotion.</p>
<p>Intellectual Property</p>	<p>By submitting an entry, entrant agrees that the entry or any other post/submission in connection with the Promotion (a “<u>content submission</u>”), including all rights embodied therein, with the exception of personally identifiable information as identified in Sponsor’s Privacy Notice, are deemed to be non-confidential and non-proprietary and Sponsor shall have no obligation of any kind with respect to entrant’s content submissions.</p> <p>Entrant hereby grants to Sponsor and its legal representatives, successors and assigns, for a period of ten years, renewable at Sponsor’s sole option, an irrevocable, royalty free, fully paid, world-wide license (with the right to sublicense through multiple levels) to edit, modify, display, publish, reproduce, use, disclose, disseminate, distribute and exploit the content submissions to others without limitation in any media now known or not currently known, throughout the world for any purpose without compensation, permission or notification to entrant or any third-party. Sponsor is not obligated to use the content submission. If Sponsor elects to use content submission for any purpose, all rights under copyright or other intellectual property rights which may result from such use shall be the sole property of Sponsor. Entrant further agrees that if Sponsor elects to use entrant’s content submission, entrant will execute any documents requested by Sponsor regarding this license.</p> <p>Entrant waives any moral rights entrant may have to the content submission. If Sponsor uses the content submission, entrant shall not be entitled to any credit, consideration, notice or payments of any kind.</p>

	<p>If any use by Sponsor of the content submission causes Sponsor to be liable to any third-party, entrant agrees to indemnify Sponsor and its agents, employees, affiliates, subsidiaries, representative and all related parties from and against any damages, costs, judgments and expenses (including reasonable attorney fees) which it incurs as a result of its use of the content submission.</p>
<p>Release and Limitations of Liability</p>	<p>By participating in the Promotion, entrants agree that Sponsor, Brioche Gourmet and Administrator Vimax Publishing and Marketing, Inc., the applicable social media platform provider on which the Promotion is being operated (if applicable), and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agents and agencies, website providers, webmasters, and their respective officers, directors, employees, representatives and agents (the <u>"Released Parties"</u>) are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or used in the Promotion that may limit the ability to participate, or by any human error which may occur in the processing of the entries in the Promotion.</p> <p>BY PARTICIPATING IN THE PROMOTION, TO THE EXTENT NOT PROHIBITED BY LAW, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO</p>

	<p>ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, EPIDEMICS OR PANDEMICS, WEATHER OR TERRORISM</p> <p>TO THE EXTENT NOT PROHIBITED BY LAW, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL THE RELEASED BE RESPONSIBLE OR LIABLE TO ENTRANT OR ANY THIRD PARTY, UNDER ANY THEORY OF RESPONSIBILITY OR LIABILITY, FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, FOR ANY MULTIPLIER ON OR INCREASE TO DAMAGES, OR FOR ANY COSTS OR FEES (INCLUDING ATTORNEYS' FEES), ARISING IN ANY WAY IN CONNECTION WITH THE PROMOTION, THESE OFFICIAL RULES, OR ANY PRIZE AWARDED (OR NOT AWARDED); AND ANY ADVERTISING BY, PROMOTION OF, OR OTHER COMMUNICATIONS WITH SPONSOR, WHETHER ARISING AT LAW, IN EQUITY, OR OTHERWISE, AND WHETHER BASED IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), COMMON LAW, STATUTE, EQUITY, OR OTHERWISE, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THE PROMOTION OR ANY RELATED ACTIVITIES.</p> <p>WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE PROMOTION, INCLUDING ANY WEBSITES AND ALL PRIZES, ARE 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.</p>
Privacy	<p>Any personal information sent to, shared with or collected by Sponsor in connection with this Promotion is subject to Sponsor's Privacy Notice (BriocheGourmet.com)</p>

**Disputes;
Binding
Arbitration
Agreement;
Class Action
Waiver**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

Scope of the Arbitration Agreement. Any and all disputes, actions, claims, or other controversies concerning or arising in any way out of the Promotion, these Official Rules, or any prize; and any advertising by, promotion of, or other communications with Sponsor; and any related activities (collectively, a “Dispute”), whether based in contract, tort, statute, or any other legal or equitable basis, shall be resolved exclusively through final and binding individual arbitration. “Dispute” will be given the broadest possible meaning allowable under law. This agreement to arbitrate covers threshold questions of arbitrability. The arbitrator shall have exclusive authority to resolve any and all Disputes arising out of or relating to the formation, existence, scope, validity, interpretation, applicability, or enforceability of this agreement to arbitrate, or any part of it, or of these Official Rules, except that any issue concerning the validity of the class action waiver or the batch arbitration provisions below must be decided by a court.

Exceptions. Notwithstanding anything else herein, you and Sponsor agree that a court will resolve the following types of Disputes, unless you and Sponsor agree otherwise: (1) Disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as they are maintained as individual Disputes; (2) Disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or (3) intellectual property Disputes. You and Sponsor agree that for Disputes where both injunctive relief (including public injunctive relief) and non-injunctive relief are sought, you and Sponsor will first submit the Dispute for non-injunctive relief to arbitration pursuant to this binding Arbitration Agreement; Class Action Waiver section. The arbitrator will not be permitted to grant

injunctive relief (unless the parties agree otherwise). Once the arbitration of the Dispute or claim for non-injunctive relief concludes, you and/or Sponsor may seek the injunctive relief (including the public injunctive relief) in court to the extent permitted by law. Any litigation in court of the foregoing types of Disputes (except for small claims court actions) shall be commenced only in a federal or state court in Detroit, MI and you and Sponsor consent to the jurisdiction of those courts for such purposes. Any Dispute remains subject to the class action waiver provision below.

Informal Dispute Resolution. As a condition precedent that must be satisfied before initiating any arbitration, either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond.

Arbitration. Either party may initiate arbitration of a Dispute, which will be settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (“AAA”) under the AAA Rules then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Official Rules). Unless you and Sponsor agree otherwise, including to conduct the arbitration by telephone or videoconference, any arbitration hearing shall take place in Detroit, MI, unless the arbitrator determines that a different location would better serve the convenience of the parties. AAA Rules govern payment of all filing, administration, and arbitrator costs and expenses, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, Sponsor will pay the amount the arbitrator determines is necessary to prevent the arbitration from being prohibitively expensive (subject to possible reimbursement as set forth below). Each party is responsible for

its, his, or her own attorneys' fees and expenses, unless applicable law, rule, or order requires otherwise. Judgment on the arbitration award may be entered in any court that has jurisdiction.

Batch Arbitration. Notwithstanding any provision to the contrary in the foregoing or in the applicable AAA Rules then in effect, and to the maximum extent permitted by applicable law, you and Sponsor agree that, in the event there are 25 or more individual arbitration demands filed within a 90-day period relating to the same or similar facts and asserting the same or similar claims for relief, brought by claimants represented by the same counsel or counsel coordinating with one another, the following rules shall apply:

- AAA shall administer the arbitration demands in batches of 25 demands per batch (or as close as possible to 25, where there are fewer than 25 demands to fill a batch).
- For each such batch, AAA shall appoint a single arbitrator and resolve the batch as a single consolidated arbitration, with one set of filing, administrative, and arbitrator fees due per batch (with the same fee schedule being applied to the entire batch as would ordinarily apply to a single arbitration).
- Batches may be arbitrated concurrently. Arbitration awards in one batch shall have no precedential effect on subsequently administered batches.
- You and Sponsor shall cooperate with one another and with AAA to implement this batch arbitration process in good faith, in the interests of minimizing the costs of arbitration.

Any challenge by a party to the applicability, validity, or enforceability of this batch arbitration provision shall be decided only by a court of competent jurisdiction and not by an arbitrator. In the event that this batch arbitration provision is found to be invalid or unenforceable, or in the event that the AAA declines to implement this batch arbitration provision for any reason, the entire Arbitration Agreement shall be of no

force and effect when there are 25 or more individual arbitration demands filed within a 90-day period relating to the same or similar facts and asserting the same or similar claims for relief, brought by claimants represented by the same counsel or counsel coordinating with one another. The class action waiver, however, will still apply to the extent permitted by law.

WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND SPONSOR AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND SPONSOR AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND SPONSOR WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. YOU AND SPONSOR AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. FOR THE AVOIDANCE OF DOUBT, YOU CAN SEEK PUBLIC INJUNCTIVE RELIEF TO THE EXTENT AUTHORIZED BY LAW AND CONSISTENT WITH THE EXCEPTIONS CLAUSE ABOVE.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR HELD UNENFORCEABLE, THEN, UNLESS THE PARTIES

MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

Right to Opt-Out of Arbitration. You have the right to not be bound by the arbitration provisions and the class action waiver above by sending written notice of your decision to opt-out within 30 days of your agreeing to these Official Rules to:

La Fournée Doree USA Corp. Inc.
5966 South Dixie Highway
Ste 300, Miami, FL 33143
USA

Your written notification must include your name, address, and a clear statement that you do not wish to resolve Disputes with Sponsor through arbitration and/or that you do not agree to the class action waiver. If you do not opt out, you shall be bound to arbitrate Disputes on an individual basis in accordance with the provisions of this Binding Arbitration Agreement; Class Action Waiver Section. If you opt out of only the arbitration provisions, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions and/or class action waiver, Sponsor also will not be bound by them.

Governing Law and Other Terms. This Arbitration Agreement and class action waiver are governed by, and interpreted and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this Binding Arbitration Agreement; Class Action Waiver, or to any Disputes that are covered by this binding

	<p>Arbitration Agreement and/or class action waiver, California law applies. Sponsor will provide notice of any material changes to this binding Arbitration Agreement and/or class action waiver (which may be satisfied by updating these Official Rules, unless not permitted by law), in which case you will have the right to opt out of the arbitration provisions and/or class action waiver within 30 days after such change, consistent with the terms above. Except as set forth above regarding the class action waiver provision, if any portion of these arbitration provisions is deemed invalid or unenforceable, it will not invalidate the remaining portions of these arbitration provisions.</p>
<p>Social Media Platforms</p>	<p>If the Promotion is being run on a social media platform: (1) the Promotion is in no way Sponsored, endorsed or administered by, or associated with any social media platform; (2) each entrant must be a member of the applicable social media platform and the entrant's account must be set to the "public" setting in order to participate; joining the applicable social media platform used in the Promotion is free—please visit the applicable social media platform's website for more information on how to join; and (3) if an entrant deletes entrant's applicable social media account before the end of the Entry Period, that entrant will no longer be entered into the Promotion and must complete another entry before the end of the Entry Period to be re-entered into the Promotion.</p>
<p>Winners List</p>	<p>For a list of the Winners, send a stamped, self-addressed envelope to:</p> <p>Vimax Media 32365 Howard Ave. Madison Heights, MI 48071</p> <p>All requests for a list of Winners must be received no later than 30 days after the date of selection of the Winners.</p>

Miscellaneous	<p>By participating in this Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor. This Promotion is subject to all applicable federal, state, provincial, territorial, and local laws, regulations, and ordinances.</p> <p>If there is a conflict between any term of these Official Rules and any marketing or other materials used in connection with the Promotion, the terms of these Official Rules will govern.</p> <p>Physical elements of a prize will be delivered to each Winner, at Sponsor's cost and by post or common carrier selected by Sponsor, to the address provided by that Winner. Shipped elements of a prize will not be insured and neither Sponsor nor Administrator Vimax Marketing and Publishing, Inc, nor their affiliates are liable for lost, damaged or misdirected prizes or elements thereof.</p> <p>No substitution or exchange of any Prize will be allowed, except by Sponsor, who reserves the right to substitute a Prize, or component thereof, of equal or greater value in case of unavailability of a Prize, or component thereof, or force majeure.</p> <p>No more than the stated number of Prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.</p> <p>Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that entrant will be disqualified.</p>
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Entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which will be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries by that entrant. In the event of a dispute as to any entry, the authorized account holder of the email address or social media account used to enter will be deemed the entrant as determined by Sponsor in its sole discretion.

The Sponsor is not responsible for any typographical or other error in the printing of the Promotion materials or the offering or announcement of the prizes. Sponsor reserves the right to cancel or modify the Promotion if fraud, misconduct or technical failures threaten the integrity of the Promotion; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Promotion as determined by Sponsor, in their sole discretion. In the event of termination, Sponsor will award the prizes in a random drawing from non-suspect, eligible Entries received prior to cancellation as outlined above, provided it is able to do so, and will announce the termination publicly.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts in an annoying, abusive, threatening, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source.

Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of these Official Rules and any

	<p>marketing or other materials used in connection with the Promotion, the terms of these Official Rules will govern.</p> <p>Sponsor reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.</p>
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