

## THE GETIR US VALENTINE'S DAY DINNER RESERVATIONS SWEEPSTAKES OFFICIAL RULES

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

**THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

The Sweepstakes are governed exclusively by the laws of the United States and subject to all applicable federal, state, and local laws. Void where prohibited. The Getir US Valentine's Day Dinner Reservations Sweepstakes (the "**Sweepstakes**") begins at 12:00 p.m. EST on February 6, 2023 (the "**Sweepstakes Start Date**") and ends at 12:00 p.m. EST on February 12, 2023 (the "**Sweepstakes End Date**") (such period referred to herein as the "**Sweepstakes Period**"). The Sweepstakes is sponsored by Getir US, Inc. (the "**Sponsor**"). The Sweepstakes are governed exclusively by the laws of the United States. The information you provide will only be used as described in these Official Rules and in accordance with Sponsor's privacy policy. By participating in the Sweepstakes, each entrant hereby agrees to Sponsor's collection and usage of his/her personal information and acknowledges that he/she has read and accepted Sponsor's privacy policy. Getir's App Terms and Conditions (which applies to all Participants based on its location; Massachusetts, New York, or Illinois) and Privacy Policy apply and are available at [https://static.getir.com/api/export-pdf?asPath=/us/terms\\_and\\_conditions\\_en.html](https://static.getir.com/api/export-pdf?asPath=/us/terms_and_conditions_en.html) (Boston), [https://static.getir.com/api/export-pdf?asPath=/us/terms\\_and\\_conditions\\_en.html](https://static.getir.com/api/export-pdf?asPath=/us/terms_and_conditions_en.html) (New York City), [https://static.getir.com/api/export-pdf?asPath=/us/terms\\_and\\_conditions\\_en.html](https://static.getir.com/api/export-pdf?asPath=/us/terms_and_conditions_en.html) (Chicago), and <https://getir.com/us/privacy-policy/> respectively. Winning a prize is contingent upon fulfilling all requirements set forth herein and Sponsor verification.

### 1. HOW TO ENTER.

There are two (2) ways to enter the Sweepstakes: (1) via Getir App; for which (a) you must have a valid account in Getir App; (2) place an order that meets the minimum basket delivery spend required for the applicable city; (3) select "Valentine's Day Dinner Reservations Sweepstakes" from the promo list at checkout; and (4) complete your Getir order with the "Valentine's Day Dinner Reservations Sweepstakes" promo applied; OR (2) by U.S. Mail (as described in "Free Method of Entry" Section below) without using Getir App. (collectively "**Entry**" or "**Entries**").

**Free method of entry.** During the Sweepstakes Period, participants may also be eligible to enter the Sweepstakes by sending a postcard postmarked during the Promotion Period, and received by Sponsor no later than February 12, 2023, 12:00 p.m. EST, to Sponsor with including all the following accurate information (a "Postcard Entry") (Information provided must match participant's Getir account information):

The participant's first and last name

The participant's full street address, city, state and zip code

The participant's email address

The participant's date of birth

A statement in substantially the following form: "I want to enter the Getir US Valentine's Day Dinner Reservations Sweepstakes"

Any content that, in the sole opinion of Sponsor, is considered inappropriate or not suitable, will be disqualified, and participant in the Postcard Entry will not be entered into the Sweepstakes for a chance to win a Prize. Each Postcard Entry must be mailed separately. Multiple Postcard Entries delivered in a single envelope will be disqualified. Sponsor will attempt to notify Postcard Entrant potential Winners via email provided on the Postcard Entry within 24 hours after the Winner is selected.

All Postcard Entries must be mailed to:

Getir US, Inc.

Attn: Marketing Department

114 West, 26th Street, 4th Floor

New York City, NY 10001

Sponsor accepts no responsibility if the Winner cannot be identified, or for any technical failure or event which may cause the Sweepstakes to be disrupted or corrupted. Sponsor reserves the right to disqualify any entry at their absolute discretion. Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the participant. Any attempt by participant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void participant's Entries and that participant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Sweepstakes Period to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

## **2. ELIGIBILITY.**

The Sweepstakes is only open to legal residents of New York; Massachusetts; and Illinois who are at least eighteen (18) years of age at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Sweepstakes, each Participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor and warrants that she/he is eligible to participate in the Sweepstakes. Employees, independent contractors, officers, and directors of the Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, prize providers, legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes. **THE SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state, and local laws and regulations.**

### 3. PRIZE.

**Four (4) Prizes Will Be Awarded.** Each Winner(s) will receive one of the following restaurant gift cards valued at \$250.00: (1) Brassica Kitchen, in Boston, MA; (2) Girl & The Goat, in Chicago, IL; (3) Place des Fetes, in NYC, NY; (4) Choco Cortés, in NYC, NY or (5) Charlie Bird, in NYC, NY. The total approximate retail value of the Prize is \$1250.00. Additional terms and conditions may apply to the Winner(s)' use of the Prize. The Winner(s) will be solely responsible for all other expenses not specifically set forth herein. Prizes cannot be transferred, redeemed for cash or substituted by Winner(s). Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The actual retail value of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated actual retail value, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. To receive a prize, the Winner(s) may be required to provide proof of identification. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the Winner(s).

### 4. WINNER SELECTION.

The Winner(s) of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Sweepstakes Period. There will be 5 random drawings from the drawing pool (each a "Drawing"). One (1) Random Winner will win a Prize at each Drawing. Odds of winning a Prize will vary depending on the number of eligible Entries received by the Sweepstakes Period and are equal regardless of method of Entry. The random drawing will be conducted on February 12, 2023, after the Sweepstakes Period by Sponsor or its designated representatives, whose decisions are final.

### 5. WINNER NOTIFICATION.

The Winner(s) will be notified email no later than 12:00 (midday) on February 13, 2023. Such notification will include instructions for proper acceptance of the Prize by the Winner(s). To receive the Prize, Winner(s) may need to provide Sponsor with their first and last name, mailing address, and email address. If a Winner does not accept a prize within 24 hours from the time that the Winner(s) is notified by Sponsor, a Winner(s) is ineligible, or the prize or prize notification is not deliverable, an alternate Winner(s) may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a Winner(s). The Winner(s) agrees to Sponsor's use of their name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the Winner(s) may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release.

### 6. CONDITIONS.

The Sponsor and each of their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "**Released Entities**"), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (b) telephone, electronic, hardware or software program,

network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of the Sponsor; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Sweepstakes; or (f) any printing or typographical errors in any materials associated with the Sweepstakes. The Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Sweepstakes should any unauthorized human intervention or other causes beyond the Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. If proper administration of the Sweepstakes is prevented by such causes as contemplated above, the Sponsor will pick the Winner(s) from all eligible, non-suspect entries received prior to such action. Any individual who attempts or otherwise encourages, directly or indirectly, the submission of false entries, as determined by Sponsor, will be disqualified.

By participating in the Sweepstakes, participants and Winner(s) agree to release, indemnify discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Sweepstakes, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Sweepstakes, participation in the Sweepstakes, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. This Sweepstakes shall be governed by Delaware law.

## **7. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION.**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

**7.1. Agreement to Arbitrate.** This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and the Sponsor, whether arising out of or relating to these Official Rules, the Sweepstakes, your participation in the Sweepstakes, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Sweepstakes, you and the Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

**7.2. Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND THE SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

**7.3. Pre-Arbitration Dispute Resolution.** The Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing the Sponsor's support team at [us.marketing@getir.com](mailto:us.marketing@getir.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to the Sponsor should be sent to 625 W. Adams, 19th Floor, Chicago, IL 60661, ATTN: Legal Department ("**Notice Address**"). The Notice must: (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought. If the Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Sponsor is entitled.

**7.4. Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, the Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**7.5. Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

**7.6. Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**7.7. Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or

unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

## **8. WINNERS LIST.**

To obtain the first name, last initial, city and state of the Sweepstakes Winner(s) after the Sweepstakes End Date, send a separate self-addressed, stamped envelope marked "Getir US Valentine's Day Dinner Reservations Sweepstakes Winner(s) List" to the Sponsor at the address in Section 9 below. Requests for Winners list must be received no later than 90 days from the Sweepstakes End Date.

## **9. SPONSOR.**

Getir Us, Inc.  
The Getir US Valentine's Day Dinner Reservations Sweepstakes  
625 W. Adams, 19th Floor, Chicago, IL 60661

## **10. NOTICE.**

The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

## **11. COPYRIGHT.**

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