

Toast Referral Family Meal Contest: Sweepstakes Official Rules for Registrants (the “Official Rules”)

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. SPONSOR: The sponsor of the Sweepstakes (the “Sweepstakes”) is Toast, Inc. located at 401 Park Drive, Suite 501, Boston, Massachusetts 02215 (“Sponsor”).

2. AGREEMENT TO OFFICIAL RULES: By entering the Sweepstakes, you indicate your full and unconditional agreement to (a) these Official Rules, and (b) Sponsor’s decisions, which are final and binding. Winning the Prize and the Secondary Prize (as defined in Section 7 and Section 6 of these Official Rules, respectively) is contingent upon fulfilling all requirements set forth herein.

3. SCHEDULE: The Sweepstakes begins at 12:00 AM ET on August 9th, 2023 and ends at 11:59 PM ET on August 31, 2023 (the “Entry Period”). Entries submitted after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes. It is each individual’s responsibility to observe time zone differences.

4. HOW TO ENTER: The Sweepstakes is open to individuals who (i) complete their registration to the Toast Referral Program or Local Partner Program on the Impartner platform, if they are not yet a member of the Toast Referral Program or Local Partner Program as of August 8, 2023; and (ii) submit a qualified referral of a restaurant through the Toast Referral Program, Local Partner Program, or in writing to their sales rep. An “Entry” will require completion of both (i) and (ii). Unlimited Entries per individual during the Sweepstakes Entry Period. However, an individual may only refer a specific restaurant once. Referrals may not be existing Toast customers.

You may not use an agency or any automated system to enter and Sponsor reserves the right to disqualify any Entries received through such methods. Your entrance into the Sweepstakes constitutes your agreement to these Official Rules.

5. ELIGIBILITY:

Eligibility to participate in the Sweepstakes or win the Prize or Secondary Prize is limited to U.S. individual persons at least eighteen (18) years of age at the beginning of the Sweepstakes Entry Period. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different email or addresses, accounts, identities, registrations and logins, or any other methods will void that participant’s Entries and that

participant may be disqualified. Registrations or submissions generated by a script, macro or other automated means are void. In the event of a dispute as to any entrant, the natural person associated with the applicable social media account shall be deemed to be the entrant. The potential winner of the Prize may be required to show proof of identity. Entrants who disregard these Official Rules are not eligible to participate in or win the Sweepstakes. Directors, officers, employees, contractors and agents (and their immediate families and household members) of the Sponsor, its parent, affiliates, subsidiaries, who are directly involved with the design, production, execution or distribution of the Sweepstakes are also not eligible. The Sponsor's determination of eligibility, in its sole discretion, shall be final. The Sweepstakes is open to legal residents of the United States, the District of Columbia, and Puerto Rico. The Sweepstakes is void in Rhode Island and where prohibited and shall be restricted by all applicable federal, state and local laws and regulations that may apply.

6. SELECTION OF WINNER:

On or about September 6, 2023, the Sponsor will select sixteen (16) winners, one (1) winner from each sales region, as determined by Sponsor, from eligible Entries received (the "Winner"). The Winner from each sales region, as determined by Sponsor, will be selected by having the highest numbers of referrals submitted via Impartner and/or in writing to the sales team during the Entry Period. If there is more than one eligible Winner per sales region, the individual who receives the Prize and shall be deemed the Winner shall be the first person who submitted the highest number of Qualified Referrals, as time-stamped by Sponsor, in their respective sales region. All Entries must be submitted by the end of the Entry Period pursuant to Section 3 above. The Sponsor will attempt to notify the Winner no later than September 13, 2023 via email to the email address associated with the Winner's Toast Referral Program account. The Winner will have seven (7) days to acknowledge receipt of the winning notification. If the Prize is not claimed within the seven (7) day time limit, Sponsor will select an alternate Winner at random from eligible Entries received. The Winner may be required to sign an eligibility statement and release. The Prize will be delivered to the Winner electronically to the email address set forth on the winning submission, as determined by the Sponsor in its sole discretion. If the Winner does not meet the eligibility criteria set forth in these Official Rules, or does not claim the Prize (to the extent applicable), the Sponsor will select an alternative potential winner.

The Sponsor will also award Secondary Prizes to the first fifty (50) Local Partner Advocates who submit a referral during the Entry Period (the "Secondary Prize Winners"). On or about September 6, 2023, the Sponsor in its sole discretion will determine the first fifty (50) Secondary Prize Winners based on the timestamp of each referral made per Section 4. The

odds of winning depend on the order in which eligible participants submit the referral per Section 4.

7. PRIZE: The Sponsor will award a Prize consisting of a \$500 Visa gift card via GiftBit (<http://www.giftbit.com/>) to the Winners (the “Prize”). Redemption of the Prize may be subject to the terms, conditions, and restrictions of GiftBit and Visa.—Sponsor is not responsible if the Prize is lost, stolen, destroyed or used without permission. If the Prize is lost or stolen, it will not be replaced. Sponsor is not affiliated with Visa or GiftBit, and Visa and GiftBit have no involvement in the design, production, execution, or distribution of the Sweepstakes.

The Sponsor will award Secondary Prizes consisting of \$20 in Toast Cash (the “Secondary Prize(s)”) to the Secondary Prize Winners. Redemption of the Secondary Prizes may be subject to the terms, conditions, and restrictions of Toast Cash. Sponsor is not responsible if the Secondary Prize is lost, stolen, destroyed or used without permission. If the Secondary Prize is lost or stolen, it will not be replaced.

Prize Conditions:

Prize and Secondary Prize subject to availability. The Winner and Secondary Winner are solely responsible for paying all federal, state, local, and income taxes and any other costs and expenses not expressly covered by Sponsor in these rules, if any. Any Prize or Secondary Prize details not specified above will be determined by Sponsor in its sole discretion. Any other incidental expenses on Prize or Secondary Prize not specified herein are the Winner’s and/or the Secondary Winners sole responsibility, respectively.

The Prize and the Secondary Prize may not be assigned or transferred and must be accepted as awarded. You may not request cash or a substitute Prize or Secondary Prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the Prize or Secondary Prize is not available for any reason, as determined by Sponsor in its sole discretion (and such prize will be deemed the Prize or Secondary Prize for all purposes under these Official Rules). The Prize and the Secondary Prize will be awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

8. GENERAL: The Sweepstakes and these Official Rules will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of

Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Entrants consent to the jurisdiction and venue of the federal, state, and local courts located in the Commonwealth of Massachusetts. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to these Official Rules; or (b) select from the eligible Entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Sweepstakes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. ONLINE ENTRIES: All Entries must be submitted online through the method provided in Section 4. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. Sponsor shall not be responsible for incorrect or inaccurate transcription of entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or website, inability to submit the online form, or any other error or malfunction, or any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes, or for late, lost, stolen, illegible or misdirected Entries. If this Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry in the Sweepstakes, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any entrant implicated in such action, and/or to cancel, terminate, modify or suspend this Sweepstakes or any portion thereof.

10. RELEASE AND LIMITATION OF LIABILITY: By participating in the Sweepstakes, you agree to release and hold harmless Sponsor and its parent, subsidiaries, affiliates; and each of their respective officers, directors, employees, and agents, and Facebook and Instagram (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of Entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, the Released Parties' liability will be limited to

the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. PRIVACY AND PUBLICITY: Any information you submit as part of the Sweepstakes will be used for purposes of this Sweepstakes and for the Sponsor's general business purposes in accordance with Sponsor's Privacy Statement which can be found here: <https://pos.toasttab.com/privacy>. Except where prohibited by law, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

12. CAUTION. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.