

OFFICIAL RULES

“Color Together Virtual Art Class Giveaway 2021”

Tea & Dev Heyrana

1. **PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE Giveaway. VOID WHERE PROHIBITED BY LAW. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**
2. **SPONSORS:** Tea Collection, 1 Arkansas Street, Suite B, San Francisco, CA 94107 (“Tea”),
3. **ADMINISTRATOR:** Tea Collection, 1 Arkansas Street, Suite B, San Francisco, CA 94107 (“Administrator”).
4. **ELIGIBILITY:** The “Color Together Virtual Art Class Giveaway” is open to legal residents of the United States (excluding Puerto Rico) and Canada (excluding Quebec), who as of December 10, 2021: are at least 18 years of age; have internet access; and have an email account. Employees of Sponsors, Administrator and their respective parents, subsidiaries, affiliates, dealerships, retailers, prize donors, and promotion and advertising agencies are not eligible to enter or win, nor are members of their immediate family (spouse, mother, father, sister, brother, ward, daughter or son), or persons living in the same household of such employees. Void where prohibited by law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsors, which are binding and final on all matters related to this Giveaway. The Giveaway is governed by California law and applicable U.S. federal law, without regard to any conflicts of laws principles. The Giveaway is also governed by the privacy policies of Tea (<https://www.teacollection.com/privacy-policy>).

HOW TO ENTER: Giveaway entries can be submitted starting at 12:00 am PT on Friday, December 10th, 2021 and ending at 11:59 pm PT on Sunday, December 26th, 2021 (the “Giveaway Period”). To enter, go to <https://www.teacollection.com/cms/back-to-school-Giveaway/back-to-school-Giveaway/1.html> (the “Giveaway Site”), and follow the instructions provided at the Giveaway Site to enter the Giveaway. All online entries must be received during the Giveaway Period as determined by Administrator’s designated timekeeping device. Limit one (1) entry per person/email address. Multiple entries received from any person or email address after the first entry received from that person or email address will be void. Mass entries or reproductions, or late, lost, stolen, illegible, misdirected, damaged, inaccurate, incomplete,

and/or postage due entries are void. Any attempt at entry except as stated above is void. All entries become the property of the Sponsors and will not be acknowledged or returned. In order to win, entrants who reside in Canada will also be required to answer a time-limited, multistep mathematical question to be administered via telephone. By entering the Giveaway, entrants agree to comply with these Official Rules including all eligibility requirements. Sponsors reserve the right to verify eligibility of all entrants. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Sponsors, Administrator and their agents are not responsible for lost, late, or misdirected entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the entries. Proof of entering information at the Giveaway Site does not constitute proof of delivery or receipt. Sponsors reserve the right to modify the scheduling of the Giveaway without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Giveaway is prohibited and may result in the disqualification of entries and/or the entrant. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the entry is submitted. All entries become the sole property of the Sponsors and will not be acknowledged or returned.

- 5. WINNER SELECTION AND NOTIFICATION:** One (1) potential winner (the "Potential Winner") will be selected in a random drawing by Administrator or its designee, the judge of the Giveaway, whose decisions are final and binding on all matters relating to the Giveaway. Winner will be notified before August 30, 2020. The Potential Winner will be notified by email using the email address provided in the Giveaway entry ("Prize Notification") and must respond by email within seven (7) calendar days of the date of the Prize Notification (the "Deadline"), with Potential Winner's full name and a mailing address ("Mailing Information"), where Administrator can send a declaration and/or affidavit of eligibility and release of claims (collectively, the "Giveaway Documents") and his/her prize (if warranted). The mailing address must be a street address (no P.O. Boxes). If any Potential Winner does not respond to the Prize Notification by the Deadline, such Potential Winner will be disqualified and an alternate Potential Winner will be selected from all remaining eligible entries received for the original drawing. Once Administrator receives Potential Winner's Mailing Information, a set of Giveaway Documents will be sent to each Potential Winner via overnight mail or email. Potential Winner must sign and return the Giveaway Documents by email or postmarked within seven (7) calendar days of the date the Potential Winner received the Giveaway Documents, or the prize will be forfeited and an alternate Potential Winner selected for unclaimed prize. Sponsors and Administrator are not responsible for the failure for any reason whatsoever of Potential Winners' to receive their Prize Notification or for Administrator to receive Potential Winner's response and/or Giveaway Documents. Return of any Prize Notification or Giveaway Documents as undeliverable, the

inability of Sponsors or Administrator to contact a Potential Winner, the failure of a Potential Winner to contact Sponsors or Administrator in a timely manner, the inability of a Potential Winner to accept or receive the prize for any reason, and/or the non-acceptance by a Potential Winner of any prize for any reason will result in disqualification of such Potential Winner, and alternate Potential Winner will be selected randomly from all remaining eligible entries received. The Potential Winner who receives the prizes is known as the "Winner".

6. **PRIZE:** Twenty (20) Prize Winners will receive a prize package consisting of:

- 1 hour virtual art class + 45 minute studio/questions with Dev
- Art Kit consisting of: People of color crayons, people of color paper pack of 10, watercolors, brush and pencil, art print by Dev Heyrana, 5 printables to color/paint for Tea Collection by Dev Heyrana

All prize values are stated in United States dollars.

7. **PRIZE CONDITIONS:** Selection and specifics of all prizes will be determined at the Sponsors' sole discretion. All prizes are subject to availability; Sponsors reserve the right to substitute a prize of equal or greater ARV, at their sole discretion. Components of package are subject to change.

Winner is not entitled to any surplus between the actual retail value of his/her prize and its stated ARV; and any difference between the stated ARV and actual value of the prize will not be awarded. All Prizes are non-transferable and cannot be redeemed for cash. Odds of winning depend on the number of eligible entries received during the Giveaway Period.

All prizes are awarded "AS IS" and WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, express or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the prizes are at the Winners' sole risk and Sponsors and Administrator are not responsible for any damages whatsoever, including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of any of the prizes. Sponsors and Administrator reserve the right to verify eligibility of all Winners. Prizes will be awarded by email, U.S. Mail, Federal Express, UPS and/or other shipping method, in Sponsors' and/or the prize suppliers' sole discretion, using the information provided in the Giveaway entry. If any Winner is unable to participate in or accept a prize or any portion of a prize for any reason, Sponsors and Administrator shall have no further obligation to such Winner. Any and all activities related to each prize are at the Winner's own risk and subject to whatever restrictions are imposed by the entities that govern such activities.

8. **TAXES AND COSTS RELATED TO THE PRIZES:** All applicable taxes and fees and any license and delivery charges are the sole responsibility of the Winner. All expenses and incidentals and other applicable taxes or charges not specifically included in the prize description are not included and

are solely the responsibility of the Winner. The Winner may be issued a 1099 tax form for the ARV of the Prize.

9. **REPRESENTATIONS:** By entering the Giveaway, each entrant represents and warrants that: (a) the entrant meets all eligibility requirements of the Giveaway; (b) in entering and participating in the Giveaway, the entrant has complied with and will comply in all respects with these Official Rules and all applicable statutes, regulations and other laws; and (c) the information provided in the entrant's entry, including without limitation all contact information, is true, accurate and complete in all respects.

10. **RELEASE; LIMITATION ON LIABILITY:** By participating in this Giveaway and/or by accepting a prize, participants agree to release and hold harmless, on behalf of themselves and the individuals sharing in the prize package the Giveaway Entities and Administrator and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging or administration of the Giveaway (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to the Giveaway, their participation in the Giveaway and/or their participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of any prize or participation in any prize-related activities). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, AND WHETHER ARISING IN STATUTE, TORT, CONTRACT OR OTHER LEGAL THEORY.

11. **PERSONAL INFORMATION AND GRANT OF RIGHTS:** By participating in the Giveaway and/or by accepting a prize, participants agree to be contacted by Sponsors and/or Administrator via e-mail in connection with the Giveaway. By accepting a prize, each Winner consents to the use of his/her name and/or likeness (voice, biographical information, city and state of residence, statements, photograph, and recording) for advertising and promotional purposes (including, but not limited to, use on Sponsors' web sites and/or Facebook pages or other social media accounts without additional compensation, except where prohibited by law).

12. **CHANGES AND EARLY TERMINATION:** If for any reason the Giveaway is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsors and/or Administrator that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Giveaway, Sponsors reserve the right to disqualify any individual they reasonably believe has tampered with the

entry process, operation of the Giveaway or Giveaway Site, and to cancel, terminate, modify, or suspend the Giveaway without notice and to select the winners from all eligible entries received prior to the cancellation or termination. Sponsors assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsors or Administrator on account of human error, technical problems or traffic congestion on the Internet or at any web site, theft or destruction, or unauthorized access to, or tampering with or hacking of website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Giveaway.

13. TAMPERING: Sponsors reserve the right to disqualify any entrant, in their sole discretion, if they determine such entrant is undermining or attempting to undermine the legitimate operation of the Giveaway in any way, including by cheating, hacking, deception, tampering with the entry process or the operation of the Giveaway, violating these Official Rules, engaging in unfair practices, or abusing, threatening or harassing any other entrant or any representatives of Sponsors and/or Administrator. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE Giveaway MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

14. DISPUTES: Each entrant agrees, on behalf of the entrant and any individual who shares in the prize package with the entrant in connection with the prize, that: (a) any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in San Francisco, California; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants, the Sponsors and the Administrator in connection with this Giveaway shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of California.

15. **MISCELLANEOUS:** If any part of these Official Rules is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such part will be modified to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of Sponsors, and the remaining parts of these Official Rules will remain in full force and effect. Nothing contained herein or in any of the Giveaway-related materials should be construed as an endorsement by Sponsors of any third party, product, or service.

16. **WINNER'S LIST/OFFICIAL RULES:** For a list of Winners or a copy of the Official Rules, please send a self-addressed stamped envelope to: Tea Collection "Color Together Virtual Art Class Giveaway 2021," Winner's List/Official Rules, to be received no later than December 30, 2021. Winners' lists will be sent once all Winners have been verified and prizes have been awarded.