

## OFFICIAL RULES: INSPIRING LITTLE CITIZENS

### Official Rules

#### “Inspiring Little Citizens” Contest

**PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE CONTEST. VOID WHERE PROHIBITED BY LAW.**

**NO PAYMENT OR PURCHASE IS NECESSARY TO WIN. PAYMENT OR PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

1. **General Conditions.** The Tea “Inspiring Little Citizens” Contest (the “**Contest**”) is a contest sponsored by Tea Living Inc. dba Tea and Tea Collection (the “**Sponsor**” or “**Tea**”). By entering the Contest, each entrant agrees to abide by the terms of these Official Rules (the “**Rules**”) and by the decisions of the Sponsor and Judges (as defined below), which shall be made in their sole and absolute discretion and are final and binding on all matters relating to the Contest. The Contest is governed by the laws of the State of California and applicable U.S. federal law, without regard to any conflicts of laws principles. The Contest is void where prohibited by law. The Contest is also governed by the Privacy Policy pertaining to the [www.teacollection.com](http://www.teacollection.com) website (the “**Sponsor Site**”), although the Rules will govern in the event of any conflict between the Privacy Policy and the Rules.
2. **Who Can Enter.** The Contest is open only to natural persons who, as of the date of entry, are legal residents of the 50 United States (including the District of Columbia), are at least eighteen (18) years old, and have Internet access and an active email address. Employees, officers and directors of Sponsor, its parents, subsidiaries, affiliates, and their partners (including store owners), suppliers, or advertising, promotion, and fulfillment agencies are not eligible to enter or win, nor are their immediate family members or members of their household. “Immediate family members” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. “Household members” shall mean those people who share the same residence at least three months a year.
3. **How To Nominate an Inspiring Little Citizen: Nominations for the Contest (each, a “Nomination”)** will be accepted starting at 12:00 a.m. Pacific Time (PT) on July 15, 2018 and ending at 11:59 p.m. PT on July 22, 2018 (the “**Nomination Period**”). A person who submits a Nomination is referred to in these Official Rules as a “**Nominator**.” To nominate an Inspiring Little Citizen, visit [www.teacollection.com/inspiring-little-citizens](http://www.teacollection.com/inspiring-little-citizens) and follow the links and instructions to nominate the person you wish to submit for the Contest (the “**Nominee**”). When you submit a Nomination, you must provide the Nominee’s name, a photo of your Nominee, your own name and email address, your city and state of residence, and a description of the Nominee’s act of kindness (a “**Narrative**”) and how they will use the contribution to make a difference in their community. Nominations can also be submitted on your public Instagram account by sharing a photo of the Nominee with the following information in the photo caption: tagging photo with #InspiringKids2018, listing the Nominee’s name, a description of the Nominee’s act of kindness (a “**Narrative**”) and how the Nominee will use the contribution to make a difference in their community. Together, the Narrative and contact information you submit is called the “**Submission**.” You may nominate more than one Nominee, but you may not nominate an individual Nominee more than once. If you nominate the same individual Nominee more than once, only the first Nomination will count. The submission of a Nomination is solely the responsibility of the Nominator, and Nominations can be made only using the two methods described above.
4. **Selection of Finalists:** All Submissions in each category will be judged by Tea Collection (the “**Judge**”). The Judge will select five (5) finalists from among all eligible Submissions received by the end of the Nominating Period. Judges will score the eligible Submissions on three general criteria and two category-specific criteria, all weighted equally. The judging criteria are:  
**General Criteria:**
  - How does the little citizen make a difference, go the extra mile or lend a hand?
  - How does their act of kindness inspire you?
  - How will they use the contribution to make a difference in their community?

**Selection of Finalists & Award of Prize:** Finalists will be judged by a panel of Judges selected by Sponsor. Each Judge will review the Nomination entries and score them on the general criteria described in Section 4, awarding up to 10 points per criterion for a maximum possible score of 30 points. The Judges' scores will be added to determine a finalist's total score. The finalists with the top five (5) scores will become finalists.

1. **Announcing Finalists:** Finalists will be announced on Sponsor's Website on or about **July 31, 2018**.
2. **Prizes:** Five finalists will win a prize donation amount based on 5% of Sponsor's gross revenue between the promotion period (**12:00 a.m. PT July 30, 2018 - 11:59 p.m. PT August 5, 2018**) with a minimum donation amount of \$1,000 and maximum of \$7,500 per finalist to a charitable organization of their choice. Donations will be made directly by Sponsor to qualifying charitable organizations, and no funds will be provided to the Finalists. To qualify, each charitable organization must be a valid 501(c)(3) organization. Decisions about whether a charity qualifies for a donation will be made by Sponsor in its sole discretion. Each five (5) Finalists will receive a Little Citizen Tee from Sponsor.
3. **Prize Terms:** All prize values are stated in United States dollars. If a stated prize is unavailable, Sponsor has the right to substitute one or more items of equal or greater value, in its sole and absolute discretion. No prize is exchangeable, transferrable, or redeemable for cash. The Finalists will be solely responsible for complying with any and all applicable federal, state, provincial, local or other statutes, regulations, and other laws and for bearing any personal income, VAT, withholding taxes, customs duties, or other taxes, fees, insurance, surcharges or other costs relating to any prize. **THE PRIZE(S) WILL BE GIVEN AWAY BY THE SPONSOR "AS IS." SPONSOR DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY PRIZE OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.**
4. **Restrictions and Conditions of Entry:** Submissions must be in English, original, must not have been previously published, and must not contain any material that is degrading, defamatory, fraudulent, obscene, indecent or otherwise objectionable, that infringes the legal rights of any third party, or that promotes, contains or references any product, service, company name, logo or trademark (other than those of the Sponsor). All Submissions will be reviewed prior to publication, but such review does not relieve the Nominator from responsibility for compliance with these Official Rules. Submissions that do not comply with these Official Rules, or that otherwise contain prohibited or inappropriate content (as determined by Sponsor in its sole discretion) will be disqualified and will not be published or considered for a prize. Submissions must be received by the end of the Nomination Period in order to be valid. Proof of submission is not proof of the Sponsor's receipt and the Sponsor's designated computer is the only valid official time-keeping device for the Contest. Submissions without all of the required information will be disqualified. In addition, the Sponsor will have no responsibility for, and will have the right to refuse in its sole and complete discretion, any entries that have been tampered with and any entries that are late, lost, illegible, inaccurate, misdirected, non-conforming, corrupt, or otherwise incomplete, whether due to Internet or email server failure or otherwise. Upon submission, all entries become the sole property of the Sponsor and will not be acknowledged or returned. Any attempt at or form of entry other than as expressly specified in these rules (including but not limited to automated, copied, third-party or mechanically reproduced entries) is strictly prohibited and will result in disqualification. Entrants are prohibited from artificially inflating or attempting to artificially inflate the number of votes received by any finalist, whether by offering prizes or other inducements to members of the public, vote farming, or any other such activity as determined by Sponsor in its sole discretion. Sponsor will be collecting personal data about participants when they register and enter the Contest. By participating in the Contest, you agree to all of the terms and conditions of the Privacy Policy. It is the entrant's responsibility to inform the Sponsor if the entrant's contact information changes after the entry is submitted.
5. **Representations:** By entering the Contest, each entrant represents and warrants that: (a) the entrant meets all eligibility requirements of the Contest; (b) in entering and participating in the Contest, the entrant has complied with and will comply in all respects with these 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 and all information about the identity of the person who took the photo

that is part of the Submission, is true, accurate and complete in all respects. Each Nominator further represents and warrants that (a) the Narrative submitted by the Nominator is true and correct, and (b) the Narrative is the Nominator's original work and does not infringe the intellectual property or other legal rights of any third party. Each Nominator further represents and warrants, by accepting the Nomination, that (x) she/he has reviewed and approved the Submission and it is true and correct; (y) she/he agrees to these Official Rules; and (z) she/he has obtained all necessary permissions regarding the photo submitted in connection with her nomination, including but not limited to any permissions from the photographer and any other person pictured, and can grant rights in the photo to Sponsor as described in these Official Rules.

6. **Release:** To the maximum extent permitted by law, by entering the Contest, each Nominator and Nominee (each, an "**entrant**") releases and holds harmless the Sponsor, the prize manufacturers or suppliers, any other entities involved in the administration of the Contest, each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and representatives (the "**Sponsor Parties**") from any and all responsibility, liability, damages (including without limitation direct, indirect, incidental, consequential, punitive, statutory and other damages), losses, costs, or expenses of any kind arising out of or relating to: (a) the Contest and participation in the Contest by the entrant; (b) any violation by the entrant of these Rules or applicable laws; (c) the acceptance, possession, receipt, or use of any prize or any item purchased with any prize; (d) any entries that have been tampered with or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible; (e) any problems or technical malfunctions (including but not limited to errors, omissions, interruptions, deletions, defects, or delays in operation or transmission) of any computer, telephone, modem, cable, satellite, network, hardware, online system, server, software, or other equipment or provider, including any incorrect, incomplete, garbled or jumbled information resulting therefrom; (f) any Internet traffic congestion or website accessibility or delays; (g) printing or typographical errors in any Contest-related materials; or (h) any other technical or human error that may occur in connection with the Contest (the "**Causes**"). If anyone makes any claim against any of the Sponsor Parties arising out of or relating to any of the Causes attributable to the entrant, the entrant will pay for any damages, losses, liabilities, costs, penalties, and expenses, including without limitation attorneys' and experts' fees and costs, incurred in connection with such claim. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SPONSOR PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT, OR OTHER LEGAL THEORY, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.
7. **Termination:** The Sponsor reserves the right to suspend, modify or terminate the Contest at any time and for any reason in its sole discretion, including without limitation in the event of fraud, abuse, tampering, or technical, administrative, financial or other difficulties. In such cases, Sponsor will post notice on the Contest page of the Sponsor Site. Should the Contest terminate prior to selection of a winner, Sponsor will announce an alternate means of awarding the prize on the Contest page of the Sponsor Site.
8. **Use of Submissions; Grant of Rights to Sponsor.** All Submissions (including photos provided by Nominators) and related entry materials become the property of Sponsor and will not be returned to the entrant. To the maximum extent permitted by law, by entering the Contest, each entrant irrevocably and perpetually consents to use by the Sponsor (or any third party chosen by the Sponsor) of the Submission and of any and all information, photos, drawings, text or other material contained in the Submission or otherwise provided by such entrant related to the Contest in connection with administering and publicizing the Contest or future Sponsor promotions. This consent includes the right for Sponsor, or any third party chosen by Sponsor, to publish, use, adapt, edit and/or modify entry photos in any way, to distribute them in any and all media worldwide, and to do so without compensation to the entrant, the photo subject, or any other person or entity. To the maximum extent permitted by law, by accepting a prize, the winner consents to the print and online publication of his or her name, address and winning Submission as part of a winners' list and to use of his or her winning Submission, name, voice, photograph, biographical material, and likeness by Sponsor or any third party third party chosen by Sponsor, as set forth in this Section 14. Other than as set forth herein, Sponsor will

treat any personal information supplied by entrants in connection with the Contest in accordance with the Privacy Policy.

9. **Miscellaneous:** Any dispute between Sponsor and an entrant arising out of or relating to these Rules, the Contest, or any prize must be brought exclusively in the state or federal courts located in the City and County of San Francisco, California and must be brought individually, without resort to any form of class action. By entering the Contest, each entrant submits to the jurisdiction of those courts and waives any objection to those courts, whether on the basis of jurisdiction, venue, inconvenience of the forum, or otherwise. If any part of these Rules is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of Sponsor, and the remaining parts of these Rules will remain in full force and effect. Nothing contained herein or in any of the Contest related materials should be construed as an endorsement by Sponsor of any third party, product or service.
10. **Sponsor:** Tea Collection, 1 Arkansas St, Suite B, San Francisco, CA 94107; 415-621-9400.
11. **For Finalists' Names:** Finalists' names will be available after **July 30, 2018**. For a list of Finalists' names, send a self-addressed, stamped envelope to: Tea Collection, attn: Inspiring Little Citizens Finalist, 1 Arkansas St, Suite B, San Francisco, CA 94107, by **July 30, 2018**.