



## #IndividualiTEA Photo Sharing Sweepstakes Official Rules

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The *#IndividualiTEA Photo Sharing Sweepstakes* (the "Sweepstakes") begins at 12:00 a.m., Eastern Time ("ET") November 15, 2018 and ends at 11:59 p.m. ET on January 31, 2019, ("Sweepstakes Period"). Sweepstakes is sponsored by the Tea Council of the USA Inc., (the "Sponsor"), 362 5th Ave, Suite 1002 New York, NY 10001.

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who have attained the age of majority in his or her state or territory of residence as of the Sweepstakes start date. Employees, officers, and directors of the Sponsor, Pollock Communications, (the Administrator) and their immediate family members and household and those of any corporate affiliates, subsidiaries, advertising and promotion agencies of the Sponsor, and any other entities directly associated with this Sweepstakes (together the "Released Parties") are also not eligible to participate. All federal, state, and local laws and regulations apply. **Void where prohibited.**

**HOW TO ENTER:** There are two ways to enter. During the Sweepstakes Period, eligible participants are invited to enter the Sweepstakes by posting on Twitter or Instagram a photo, video or short description of the unique ways, times, people and places you like to enjoy your favorite tea. Participants must also include the promotion hashtag, #IndividualiTEA and the Tea Council's Twitter and Instagram handle, @TeaCouncil. The photo that you post must meet the requirements set forth below and must otherwise be compliant with all of the provisions of these Official Rules. Upon posting an eligible photo, you will be directed to fill out an entry form. Once you have completed these steps, you will automatically be entered with one (1) entry into the Sweepstakes. Entrants must have an active and non-private Twitter or Instagram account. Entries posted by a private Twitter or Instagram account will not be recognized. You can sign up for a free account at [www.twitter.com](http://www.twitter.com) or [www.instagram.com](http://www.instagram.com). Entrants may post and enter as many unique photos as they wish during the Sweepstakes Period. The re-posting of a photo will not generate an additional entry. All entries should adhere to the Twitter or Instagram Guidelines and their Terms of Service that are posted on the website. By submitting an Entry, each Entrant consents to receive from the Sponsor a comment on their post, and if applicable, an email notifying such Entrant that he/she is the potential Prize Winner. Any Entrant found to be using multiple accounts to enter the Sweepstakes may be disqualified. In addition, Entrants must enter the Sweepstakes using a personally-registered Twitter or Instagram account. Any Entrant found to be using the account of a group, company, or other association, may be disqualified.

**ADDITIONAL ENTRY REQUIREMENTS/RESTRICTIONS:** Each Entry is required to include the promotional hashtag, #IndividualiTEA and the Tea Council of the USA's Twitter or Instagram handle, @TeaCouncil to enter and to be eligible to win. Incomplete entries will be disqualified. All Entries become the exclusive property of Sponsor and will not be acknowledged or returned. In order to be eligible, entries must actually be received by Sponsor during the Sweepstakes Period. Entries received before the start of the Sweepstakes Period or after the end of the Sweepstakes Period will be discarded and deemed VOID. For purposes of this



Sweepstakes, an Entry is “received” when the Website’s servers record the post information. Those who do not follow all of the instructions or do not abide by these Official Rules or other instructions of Sponsor will be disqualified. Entrants agree that their entry becomes the property of Sponsor and that the Sponsor may use the content of the Submission for any proper purpose, including, without limitation, for Sponsor’s advertising/promotional purposes. Any personally identifiable information collected during an entrant’s participation in this Sweepstakes will be collected by Sponsor and used by Sponsor, its respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules.

**SUBMISSION GUIDELINES:** By entering the Sweepstakes, each Entrant guarantees that he or she is the author and copyright holder of the Entry, that it is the original work of the person who posted the photo and that he or she must have permission to include any people that are featured in the photo. Each Entrant represents and warrants that Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Entrant warrants and represents that he or she consents to the use of the Entry in the Sweepstakes, and to its posting on the Internet in connection with the Sweepstakes. Further, by submitting an Entry, Entrant grants the Sponsor an unlimited, worldwide, perpetual license and right to publish and use all content provided in connection with the Entry, or any idea contained in the content provided in connection with the Entry, in any way, and in all media, for commercial, advertising, promotional or any other purpose without consideration to Entrant. Sponsor will not assist any Entrant with the development of an Entry. Sponsor specifically reserves all its rights to protect its intellectual property against any infringement or other illegal or improper use.

Entries may not contain any image or depiction of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has obtained owner’s written permission to use (Sponsor’s discretion); (ii) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead; (iii) materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, email addresses or license plate numbers; (iv) inappropriate behavior for a general audience; (v) any depiction of real or simulated sexual acts; (vi) violence in any form; (vii) materials which violate anyone’s reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (viii) materials which are derogatory to Sponsor, or any affiliated entity or person; (ix) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (x) materials in which any person identifiably appears unless Entrant has obtained an appropriate written release from such person granting all rights required herein; and, (xi) materials which do not comply with all other requirements in these Official Rules.

Entries that do not conform to the Submission Guidelines contained in these Official Rules will be disqualified. Sponsor reserves the right to reject or disqualify any entry which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Sweepstakes, or another’s image or reputation.

**DRAWINGS AND NOTIFICATIONS:** A random drawing to determine the grand prize winner will take place from all eligible entries received during the Sweepstakes Period. All drawings will be conducted by Pollock Communications (“the Administrator”) an independent judging organization, whose decisions



are final and binding in all matters relating to this Sweepstakes. Administrator will randomly select a total of one (1) winner from among the eligible entries received from all methods of entry. The decisions of Sponsor and Administrator are final and binding in all matters relating to the Sweepstakes. The odds of winning a prize depend on the total number of eligible entries received each week. The potential winner will each be contacted by the Sponsor via Twitter or Instagram comment. The winner will need to provide their name and mailing address in order to receive their prize.

**PRIZES:** A total of one (1) grand prize winner will each receive \$500 and a year's supply of tea. Total Approximate Retail Value ("ARV") of prize is \$550.

**PRIZE CONDITIONS:** If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if potential winner fails to return requisite documents within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the prize at issue. All taxes, if applicable, are the sole responsibility of the winner. The winner's entry and acceptance of the prize offered, constitutes permission (except where prohibited) for the Sponsor to use such winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), as well as the photos and social media posts, in all forms of media, in perpetuity, without notice or further compensation. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any part of the prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. Decisions of the Sponsor are final and binding.

**INTERNET LIMITATIONS OF LIABILITY:** If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes or downloading any materials in the Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other



organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**TERMS & CONDITIONS:** This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, where permitted by law, entrants agree to release, discharge, indemnify, and hold harmless the Released Parties, and each of their respective directors, officers, employees, shareholders, and agents from any and all liability, loss, damage, or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession, and/or use or misuse of the prize, or for any typographical or other error in the printing, offering, or announcement of the prize. Entrants further acknowledge that the Released Parties have neither made, nor are in any manner responsible or liable for any warranty, representation, or guarantee express or implied, in fact or in law, relating to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. The Administrator reserves the right to disqualify any entrant that Administrator determines, in its sole discretion, violates these Official Rules. **This Sweepstakes is void where prohibited.**

**DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**WINNERS LIST REQUESTS:** To request confirmation of the name and address of the winner, please send a self-addressed, stamped business-size envelope to: Tea Council of the USA Sweepstakes, c/o Pollock Communications, 205 East 42<sup>nd</sup> Street, Floor 20, New York, NY, 10017. Requests must be received within ninety (90) days of the end of the Entry Period. VT residents may omit postage.

**SPONSOR:** Tea Council of the USA Inc., (the "Sponsor"), 362 5th Ave, Suite 1002 New York, NY 10001.

*This Sweepstakes is in no way sponsored, endorsed or administered by Twitter or Instagram.*