

SIMPLE MODERN "TEACHER SPOTLIGHT" GIVEAWAY OFFICIAL RULES NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE CHANCES OF WINNING. The Simple Modern "Teacher Spotlight" Sweepstakes (the "Sweepstakes") is sponsored by Simple Modern ("Sponsor"). The Sweepstakes are governed by these official rules ("Official Rules"). By participating in the Sweepstakes, each entrant agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the Sweepstakes, as determined by Sponsor and its agents, are final in all respects. The Sweepstakes are subject to all federal, state, and local laws and regulations and is void where prohibited by laws.

1. ENTRY PERIOD/ELIGIBILITY. The Sweepstakes begins at 12:00:01 AM Central Standard Time ("CST") on July 26, 2021 (the "Sweepstakes Period"). Only persons who satisfy all of the following requirements are eligible to participate in the Sweepstakes: (i) are legal residents of the United States; (ii) legally reside in the 50 United States or the District of Columbia; and (iii) who are at least 18 years of age as of the date of participation (iiii) are active and employed as a teacher for an officially government recognized elementary, middle or high school in the United States or the District of Columbia. Employees, officers and directors of Simple Modern, its parents, subsidiaries, franchisees, affiliates, advertising/promotion agencies, and promotional suppliers, and the immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors of the Sweepstakes Parties are not eligible (aforementioned individuals and organizations are collectively referred to herein as the "Sweepstakes Parties"). The Sweepstakes are also void where prohibited by applicable law and no person may register for the Sweepstakes in those locations.

2. TO ENTER. To enter, visit [www.simplemodern.com/pages/classroom-giveaway](http://www.simplemodern.com/pages/classroom-giveaway). There is a limit of One (1) entry per person/email address. Entries and related information become the exclusive property of the Sweepstakes Parties upon submission. Entries will be disqualified if they are late, incomplete, and/or in excess of the stated entry limits. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed or similar methods will be void. The decision to void an entry pursuant to the above restrictions shall be made in the sole discretion of Sponsor. All entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries."

3. RANDOM DRAWING/WINNER NOTIFICATION/ODDS OF WINNING. Winners will be selected by Simple Modern employees based on nomination details and at the sole discretion of the Simple Modern team. Potential winners will be notified by email and/or phone at the email address/phone number provided with entry. Actual means of notification will be determined by Sponsor in its sole discretion. Odds of Winning depends on the number of eligible entries received and the date of entry.

4. PRIZES. One teacher will be chosen to receive water bottles for their entire classroom limited at 50 water bottles. The prize is comprised of one (1) Summit Water Bottle per student in the winning teacher's classroom (the "Prize"). Approximate retail value ("ARV") of the Prize is \$1000. Limit one Prize per nominated teacher. See Section 5 below for additional details and Prize restrictions.

5. ADDITIONAL PRIZE DETAILS AND RESTRICTIONS. All taxes on the Prize (including without limitation federal, state and local taxes) and all expenses related to acceptance and use of the Prize and not expressly specified herein as included as a Prize are the sole responsibility of the Prize recipients. Prizes are non-transferable. No Prize substitution, in whole or in part, will be made except as determined by Sponsor due to Prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor. In the event of any such substitution, a prize of comparable or greater value will be awarded. Any Prize details not specified above will be determined by the Sponsor in its sole discretion. Any entrant in the Sweepstakes may be disqualified in Sponsor's sole discretion if: (a) any required documents are not completed and returned within the required time period; (b) he/she fails to comply with any of the terms of these Official Rules, or (c) if any Prize or Prize notification is returned as undeliverable. In the event of disqualification of a winner, assuming there is sufficient time available for winner notification and verification, at Sponsor's sole discretion the applicable Prize may be awarded to an alternate winner selected from among the remaining Eligible Entries, pending verification of eligibility. No responsibility is assumed by Sponsor for any incorrect postal address, email address or phone number associated with an entry, or any change of address, email or phone number of entrant

after entry/prize claim submission. 6. GENERAL CONDITIONS. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. If any potential winner is 18-years-old or older, as is required for entry, but not of the age of majority in state of residence, potential winner's parent or legal guardian must ratify and sign any and all documents required of potential winners, at Sponsor's sole discretion. Sponsor is under no obligation to correspond about entries nor will entries be acknowledged or returned. Proof of delivery of an entry will not be deemed to be proof of actual receipt by Sponsor. The Sweepstakes Parties are not responsible for and shall not be liable for: (a) electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or for any human, typographical, printing or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, processing of entries; the announcement of the prizes or in any Sweepstakes-related materials, (b) failed, incomplete, garbled, or delayed computer transmissions; (c) late, lost, garbled, misdirected, incomplete, stolen, delayed, misdirected or postage-due entries or mail; (d) inaccessibility of any website in whole or in part for any reason; (e) damage to entrants' or any person's computer or other equipment or the contents thereof; or (f) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. In the event of any conflict between any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes advertising materials, the details of the Sweepstakes as set forth in these Official Rules shall prevail. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the 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 the spirit of these Official Rules; (b) award the Prizes from among the applicable eligible entries and/or prize claims received up to the time of the impairment; or (c) proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Although Sponsor attempts to ensure the integrity of the Sweepstakes, Sweepstakes Parties are not responsible for the actions of participants or other individuals in connection with the Sweepstakes, including participants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Sponsor reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in this Sweepstakes or any future Sponsor promotion, any individual it suspects: (a) to be tampering with the entry process or the operation of the Sweepstakes; (b) to be acting in violation of these Official Rules; (c) to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (d) to have failed to agree to these Official Rules; or (e) to be in violation of these Official Rules. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SWEEPSTAKES SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Screen shots or any other purported evidence of winning will not be accepted in place of Sponsor's own methods of winner verification. In the event of a dispute as to any online entry, the authorized account holder of the email address used to participate will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Internet entry must be made by the entrant only at the authorized web site address(es) listed in these Official Rules. Entries may not be made by any other individual or any entity, and/or originating at any other Internet website or email address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites. 7. TO CLAIM PRIZE. Winner will be

notified via email and the "Prize" will be mailed or delivered to the address they have provided. 8. RELEASE AND LIMITATIONS OF LIABILITY. By participating in the Sweepstakes and submitting any entries, you agree to forever and irrevocably release, discharge and hold harmless Sponsor, the Sweepstakes Parties, Simple Modern, together with the respective parents, aliated companies, subsidiaries, ocers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, software, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Sweepstakes; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes, the processing of entries or prize claims, or the announcement of prizes; (f ) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any Prize; or (g) any condition caused by events beyond the control of the Sweepstakes Parties that may cause the Sweepstakes to be disrupted or corrupted. 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 hereby waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Released Parties expressly disclaim any responsibility or liability for injury or loss to any person or property resulting from the Sweepstakes or relating to the delivery and/or subsequent use or misuse of any prizes awarded. Without limiting the foregoing, the Sweepstakes, all prizes, and all materials are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, tness for a particular purpose, and non infringement. 9. PUBLICITY. By participating in the Sweepstakes, you grant to the Sweepstakes Parties and their aliated companies the right and express permission, except where prohibited by law, to use your name, address (city and state), entry and written or oral statements, for advertising, or for any other purpose in any media or format without limitation and without payment of additional consideration. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use. 10. PRIVACY. Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and the Simple Modern Privacy Policy (as may be amended from time to time), available via [www.simplemodern.com](http://www.simplemodern.com); provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. By participating in the Sweepstakes, you agree that the Sweepstakes Parties may share your personal information with the Released Parties for the purpose of verification and prize fulfillment in the event that you are a potential winner. Information submitted in the Sweepstakes entries, including the entrant's name, address, e-mail address, phone number, etc. shall become the property of the Sweepstakes Parties, and may be used by the Sweepstakes Parties for marketing or promotional purposes. 11. DISPUTES. Except where prohibited by law, by participating in the Sweepstakes you agree 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 Cleveland County, Oklahoma. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules (whether of the State of Oklahoma or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oklahoma. 12. SEVERABILITY/HEADINGS. If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of

any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

13. SPONSOR. Simple Modern 3151 W. Tecumseh Rd. Suite 210, Norman, OK 73072.

14. WINNER LIST. To obtain a list of Prize winners, send a self-addressed stamped envelope to: Simple Modern "Teacher Spotlight" Giveaway Winners, 3151 W. Tecumseh Rd. Suite 210, Norman, OK 73072. Requests for Prize winners must be received by October 1, 2021.

15. TRADEMARKS. Any Sweepstakes Parties' trademarks or third party trademarks mentioned herein are the sole and exclusive property of their respective trademark owners and no Sweepstakes participant or Prize winner shall have any rights in and to such trademarks for any purpose. The use or mention of such third party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.