CARTEL COFFEE LAB BLACK MARKET VALENTINE'S DAY TATTOO RULES

Cartel Coffee Lab has teamed up with the artists at Dame of the West tattoo parlor to bring you a series of eight coffee-inspired flash pieces for Valentine's Day 2020. These eight designs are available as temporary tattoos at all Cartel locations. Those looking to permanently declare their love for coffee on their body with a flash piece are eligible to receive one free drip coffee per day for life. Limitations apply, details below.



ELIGIBILITY: You must be of legal age to be tattooed in the State of Arizona. Only the pictured eight designs are eligible for free coffee. Tattoos must be performed by the same artists who created the original designs within 6 months from Valentine's Day 2020 for entries to be valid; deadline is August 14th, 2020. Void where prohibited by law.

HOW TO ENTER: Entrants must book a session with their selected artwork's respective artists at Dame of the West tattoo parlor in Scottsdale, Arizona. Contact info for eligible artists can be found at <u>dameofthewesttattoo.com</u>. Entrants must submit photos depicting the eligible artwork on their own body with the artist during or after the performance of the tattoo to <u>hello@cartelcoffeelab.com</u> for verification.

Entrants shall not receive monetary compensation for the cost associated with the tattoo. Entrants must understand all consequences of permanent body modification and accept all responsibility associated with participating in this promotion.

NOTIFICATION: Eligible entrants will receive notification via the email address used during submission. Cartel Coffee Lab will mail the contest prize to the address supplied by the recipient of the announcement email. Claiming of prizes requires an email or message response to Cartel Coffee Lab from the sender email address or user account within 30 days of being notified at the email address or user account used to enter. Failure to respond shall mean forfeiture.

REDEMPTION: Verified entrants will receive a card granting them the privilege of one free drip coffee per day for life. This card is not transferable and must be presented at the time of redemption.

SUBMISSION OF PHOTO, TEXT OR OTHER CONTENT FOR SWEEPSTAKES: Entries selected for display and to win "best of" contests and any other contests requiring photo, text or other content from the entrants will be judged entirely at the discretion of Cartel Coffee Lab.

By submitting any photo or information to Cartel Coffee Lab, you hereby grant to Cartel Coffee Lab and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted photo or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to Cartel Coffee Lab includes but is not limited to the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted photo. By submitting any photo or information does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party, and you have the right to grant any and all rights and licenses granted to Cartel Coffee Lab herein, including but not limited to all necessary rights under copyright, free and clear of any claims or encumbrances.

You acknowledge and agree that Cartel Coffee Lab shall have no obligation to post, display or otherwise make publicly available any photo or information submitted by you, and may, in its sole and unfettered discretion, remove, edit, modify or delete any photo or information that you submit to Cartel Coffee Lab.

You understand and intend that any photo or information submitted by you to Cartel Coffee Lab may be available for viewing, rating, review and comment on by the public, and understand that comments or ratings with which you disagree or are unhappy about may be published or otherwise become associated with any photo or information you submit to Cartel Coffee Lab. By submitting any photo or information to Cartel Coffee Lab, you hereby waive any privacy expectations that you may have with respect to any such photo or information submitted by you to Cartel Coffee Lab.

You hereby agree to hold Cartel Coffee Lab and its affiliates, subsidiaries, licensees sponsors and assigns harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with the inclusion in, publication via or display on any Cartel Coffee Lab site, or any other use authorized under these Terms, of any photo or information submitted to Cartel Coffee Lab by you.

Photos or information submitted by you shall be the property of Cartel Coffee Lab, and Cartel Coffee Lab shall have no obligation to preserve, return or otherwise make available to you or others any photos or information so submitted.

INSTAGRAM: Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, and their respective parents, affiliates, subsidiaries, and advertising and Sweepstakes agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or the acceptance, possession, use or misuse of any awarded prize (or portion thereof), including any/all travel/activity related thereto; and (c) to the use of his/her name, address (city and state), voice, performance, photograph, image and/or other likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

In the event of a dispute regarding entries received from multiple users having the same email or user account, the authorized subscriber of the account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the email address or user account by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses or user accounts. Released Parties not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for late, lost, damaged, misdirected, incomplete, undeliverable, destroyed, garbled, postage-due, illegible, inaccurate, delayed or stolen entries or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether typographical, human mechanical, electronic, computer, network, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries or mail, the announcement of the prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Sponsor may disgualify anyone from participating in the Sweepstakes or winning the prize (and void all associated entries) if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL

AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right in its sole discretion to cancel, modify or suspend any portion of the Sweepstakes for any reason, including should any cause corrupt the administration, security or proper play of the Sweepstakes and, in the event of termination, to determine the potential winner in a random drawing from among all eligible non-suspect entries received and combined up to such time of impairment.

DISPUTE RESOLUTION: Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Arizona, USA.

SPONSOR: Cartel Coffee Lab, LLC, 225 West University Drive, Suite 208, Tempe, AZ 85281.