

TEJAVA'S TEA-LUSCIOUS SWEEPSTAKES 1
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PARTICIPANTS WHO ARE LOCATED IN THE 50 UNITED STATES OF AMERICA (INCLUDING THE DISTRICT OF COLUMBIA). DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND ARE NOT LOCATED IN THE 50 UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA) AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

- 1. SWEEPSTAKES PERIOD:** Tejava's Tea-Luscious Sweepstakes 1 (the "**Sweepstakes**") begins once the post goes live on April 21, 2024 and ends at 11:59 PM PT on May 5, 2024 (the "**Sweepstakes Period**"). Sponsor's server is the official clock for this Sweepstakes.

- 2. ELIGIBILITY:** Open and offered only to persons who (i) are legal residents of the fifty (50) United States and the District of Columbia and are at least eighteen (18) years of age or older and who either meet or exceed the age of majority in their state/jurisdiction of residence at the time of participation; and (ii) have Internet access and an active Instagram account during the Sweepstakes Period ("**Participants**"). The following individuals are not eligible to enter or win a prize: employees of Crystal Geyser Water Company (the "**Sponsor**"), its parent, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, Don Jagoda Associates, Inc. (the "**Administrator**") (collectively, the "**Released Parties**"), their immediate and extended family members (including but not limited to spouses, domestic partners, parents, children, and siblings and their respective spouses, regardless of where they reside) and household members of each (whether related or not) are not eligible to participate or win. Void where prohibited by law. All federal, state and local laws and regulations apply. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

- 3. HOW TO ENTER:** During the Sweepstakes Period, the Sponsor will post a call-to-action post (the "**Post**"), in relation to the Sweepstakes, on the @tejava_tea Instagram account, found at https://www.instagram.com/tejava_tea/, instructing consumers to comment "I love tea" on the post including #TeaLusciousSweepstakes ("**Entry**") to receive one (1) Entry into the Sweepstakes. Limit one (1) Entry per person/Instagram account. Please do not post your Entry more than once. Participants are not permitted to share the same Instagram account. Any attempt by any Participants to obtain more than the stated number of Entries by using multiple/different Instagram accounts, identities, registrations, logins, addresses or through any other methods, may void all of that Participants' Entries and that Participants may be disqualified in Sponsor's complete and sole discretion. You must have a non-private Instagram account to enter via Instagram and have your account privacy setting set to "Off". An Instagram account can be opened for free by downloading the Instagram application from the Apple store or Google Play. Entries must comply with Instagram's/Meta's platform rules, terms and policies.

For clarity, direct message responses do not constitute an Entry into the Sweepstakes. By entering into the Sweepstakes, each Participant certifies that the Entry submitted by the Participant is original and was created by the Participant, is owned by the Participant, has not been previously published or won any award, and does not contain any material that would violate or infringe upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity. Entries must not contain any identifiable brand names or logos (other than Sponsor-owned). All Entries and components thereof become the property of Sponsor and will not be returned.

Sponsor may, in its sole discretion, accept or reject any Entry or Entry associated with an Instagram account that contains obscene, offensive, terrorism or violent extremism, hateful conduct, abuse/harassment, suicide or self-harm, violence, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion), and such Entries will be deemed void and disqualified. Due to the way Instagram operates their services, Sponsor may not be able to view or record all Entries, receive or send communications or otherwise detect participation from or interact with Participants who have their Instagram account settings that make their updates, comments, posts or communications private, protected or otherwise limited, in which case any such purported participant will be disqualified and ineligible to receive a prize. Normal Internet/phone access and phone/data charges imposed by your online/phone service may apply.

Entries will be declared to have been submitted by the authorized account holder of the Instagram account which submitted the reply at time of Entry. "Authorized account holder" is defined as the natural person who registered for the Instagram account.

All Entries must be received during the Sweepstakes Period to be eligible for the Sweepstakes.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Sweepstakes via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your mobile device's capabilities for specific instructions.

- 4. ENTRY REQUIREMENTS: Automated means of Entry are prohibited and any use of automated devices will cause disqualification.** Entries submitted from disposable or temporary Instagram accounts are prohibited and any attempt to enter using such Instagram accounts will be blocked. Only fully completed Entries are eligible. Participants may not use any other device or artifice to enter multiple times above the stated limit of one (1) Entry per Instagram account throughout the Sweepstakes Period or as multiple Participants. Any Participant who attempts to enter with multiple Instagram accounts or uses any device or artifice to enter more than one (1) Entry per Instagram account throughout the Sweepstakes Period will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Proof of *submission is not proof* of receipt by Sponsor. By participating, Participants agree to abide by and be bound by these Official Rules and Sponsor's decisions.
- 5. RANDOM DRAWING:** Five (5) winners will be randomly selected on or about May 7, 2024 from among all eligible Entries received during the Sweepstakes Period. Random drawing will be conducted by the Administrator, whose decisions are final on all matters relating to the Sweepstakes. The odds of winning will depend on the total number of eligible Entries received during the Sweepstakes Period.
- 6. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):** Five (5) winners will be invited to participate in an exclusive virtual master class (via Zoom) on "The Art of Tea-Luscious Tea" and will receive one (1) tasting kit from Tejava with product samples (ARV: \$300 each). Class must be taken on date and at time specified or that portion of prize will be forfeited. Winner must have availability to see class via zoom in order to participate in the class.
- 7. PRIZE RESTRICTIONS: Limit one (1) prize per Eligible Participant.** Prizes are non-transferable and no cash redemption or prize substitution is permitted, except at the sole discretion of Sponsor. If a prize cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a prize in whole or in part with one of comparable or greater value. Prizes are awarded "as is". Winners are solely responsible for any applicable federal, state or local taxes on the prizes. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of each winner. Sponsor does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in

law, relative to the prizes including but not limited to their quality, fitness for purpose or condition. All product and brand images are trademarks or registered trademarks of their respective companies, which are not sponsors or affiliated with this Sweepstakes. The ARV for the prize is as of the date these Official Rules were finalized and may fluctuate. Any difference between the stated ARV and actual value at the time the prize was awarded will not be awarded. No more than the number of prizes referenced in these Official Rules shall be awarded.

- 8. WINNER NOTIFICATION:** Potential winners will be notified via direct message within two (2) business days from the random drawing date. You are solely responsible for monitoring your Instagram account for notification. Each potential winner then must follow the directions in the direct message to provide his/her name, full mailing address, email address, and date of birth within forty-eight (48) hours of notification or prize will be forfeited and the Sponsor will have no further obligation to such winner and an alternate winner may be selected. Return of prize notification or any prize as undeliverable may result in disqualification and alternate selection. Potential winners are subject to verification and prizes will be shipped within 1-2 weeks after winner verification. After the Sweepstakes Period, any prize which is unclaimed or returned as undeliverable, or if a potential winner is found to be ineligible or otherwise in non-compliance with these Official Rules, the prize will be forfeited and an alternate winner may be contacted. For any prize that is not properly claimed, Sponsor will attempt to award that prize to up to three (3) alternates, and if the prize still is not properly claimed, the prize will not be awarded. Prize may not be awarded if not properly claimed.
- 9. GENERAL CONDITIONS, RELEASE AND LIMITATION OF LIABILITY:** In exchange for the right to participate in the Sweepstakes, Participants/winners agree to release, discharge and hold harmless Released Parties from and against any and all liability (including, but not limited to, damages caused or claimed to be caused, losses, or injury) arising out of participation and/or acceptance/use or misuse, or consumption of the prize. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Released Parties are not responsible for any injury or damage to any person's computer, phone or other device related to or resulting from participating in the Sweepstakes. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures threaten the integrity of the Sweepstakes; or if unauthorized human intervention, a computer virus, bug, or other technical problem corrupts the administration or security of the Sweepstakes as determined by Sponsor, in its sole discretion. In the event of termination, the drawing will be conducted from among all non-suspect, eligible Entries received prior to termination or the prizes will be awarded as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.
- 10. PRIVACY:** Any personal information that an entrant provides in connection with the Sweepstakes shall be used by Sponsor to administer this Sweepstakes, contact Participants, and for the other purposes set forth in the Sponsor's privacy policy located at <https://crystalgeyserwatercompany.com/policies/privacy-policy>. By entering this Sweepstakes, you agree to and accept that privacy policy.
- 11. WINNERS LIST REQUEST:** For the names of the winners, send an email to: winners@dja.com with "WINNERS 01-2928-01 – Tejava's Tea-Luscious Sweepstakes 1" as the subject line. Requests must be received by June 5, 2024. The names of the winners will be sent after all winners have been verified and confirmed.
- 12. SPONSOR:** Crystal Geyser Water Company, 501 Washington Street Calistoga, CA 94515
- 13. ADMINISTRATOR:** Don Jagoda Associates, Inc. 100 Marcus Drive, Melville, NY 11747

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Don Jagoda Associates and Crystal Geysers Water Company and not to Instagram. The information you provide will only be used in the event you are selected to be a winner.