

Fall 2011 Tea Stylista Contest Official Rules

**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 "Fall Stylista" Contest (the "Contest") is a skill-based 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 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 who are the parents or legal guardians of children ages 8-12 years. 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 Enter: No purchase is necessary to enter, and a purchase will not increase your chances of winning. The Contest begins at 12:00 a.m. Pacific Time (PT) on July 25, 2011. Submissions must be received by the Sponsor by 11:59 p.m. PT on September 30, 2011 (the "Deadline").** To enter, you must do all of the following:

- **Create your look:** Have your child (age 8-12) put together an age-appropriate look featuring pieces from Tea's Fall 2011 collection. Looks may incorporate non-Tea shoes and accessories, but Tea pieces should predominate (2 pieces minimum). You can create your look at a participating Tea retailer or at home; go to www.teacollection.com/stylista for a list of participating retailers.)
- **Submit a photo:** Take digital photos of your child in his or her favorite looks (or, if you're at a participating retailer, you can opt to have the store staff take photos) and select 1 photo for submission to the Sponsor (the "Photo"). You must submit your Photo using one of the following methods:
 - **Via Flickr™** - To submit your Photo via Flickr, login to www.flickr.com. If you do not have an account, you can sign up for free at www.flickr.com. After logging in, upload your Photo using the mechanism provided and include the caption "For the Fall 2011 Tea Stylista Contest at www.teacollection.com/stylista." Make a note of the Photo URL, which you will need in order to complete the Entry Form.
 - **Via email** - Send your Photo, in .jpg or .tiff format, to stylista@teacollection.com with the subject line "Fall 2011 Tea Stylista Contest." In the body of your email, you must include the entrant's (parent/guardian) first and last name and the age and first and last name of the child. **In order to be eligible, the email must be sent from the email address listed in your Entry Form or from the retailer identified in your Entry Form.**
- **Submit a complete Entry Form.** Complete and submit the Contest Entry Form, which acknowledges your agreement to these Official Rules, the Model Release and the Photographer Release. You must complete and submit the Entry Form using one of the following methods:
 - Complete and submit the Entry Form online at www.teacollection.com/stylista.
 - Download an Entry Form and, if needed, a Photographer Release form from www.teacollection.com/stylista, complete and sign it, and send it to Tea by:
 - Scanning and emailing a PDF to stylista@teacollection.com;

- Faxing to (415) 321-2478; or
- Mailing to Fall 2011 Tea Stylista Contest, Tea Collection, 1 Arkansas St., Suite B, San Francisco, CA 94107.

An entry consists of one (1) submitted Photo (the "Submission"), and a complete Entry Form and Photographer Release corresponding to the Submission. Each entrant can submit only one (1) entry. The entrant must be the parent or guardian of the child depicted in the Submission. Submissions must be original, must not have been previously published, and must not contain any material that is degrading, defamatory, fraudulent, obscene, indecent or otherwise objectionable, or that infringes the legal rights of any third party. You agree that you will not use entry photo(s) for any purposes other than in connection with this contest or for personal use. All portions of an entry (the Submission, Entry Form and Photographer Release) must be received by the Deadline for that entry 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. Entries without all of the required information, or for which no Photographer Release is received, 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, failure of the store staff to transmit them, 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. 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.

4. **Selection of Semifinalists and Finalists:** All Submissions will be judged by a panel of five (5) members of the Sponsor's creative team (each, a "Judge"). The Judges will select fifteen (15) semifinalists from among all eligible entries received by the Deadline. **Eligible entries will be randomly assigned to a Judge for review, and the Judge will award up to 10 points for each of the following three criteria, for a maximum possible total of 30 points: (a) creativity; (b) visual flair; and (c) embodying the spirit of the Tea brand.** For each Judge, the three (3) entries with the highest total score will become semifinalists, for a total of 15 semifinalists. If there is a tie, the entry that received the highest score for embodying the spirit of the Tea brand will prevail. The Judges will then select three (3) finalists. Each Judge will review all 15 semifinal entries and will award each semifinalist up to 10 points for each of the three criteria described above, for a maximum possible total of 30 points. The scores of the Judges will be averaged to calculate a final score for each entry. If there is a tie, the entry that received the highest score from the presiding Judge will prevail. The Judges have the right to disqualify any entry that is not in compliance with these Rules, in the Judges' sole and absolute discretion. Finalists will be selected on or about October 14, 2011 and announced via Sponsor's Facebook page or other means selected by Sponsor.

5. **Selection of Grand Prize Winner:** The three finalists will be judged by Sponsor's Chief Creative Officer or her designee, who must be a member of the Tea creative team who did not participate in selection of the Finalists (the "Grand Prize Judge"), who will award each finalist up to 10 points for each of the criteria described in Section 4 above, for a maximum possible total of 30 points. The finalist with the highest total score will be the Grand Prize Winner. The score for "Embodying the spirit of the Tea brand" will be used to break any tie.

6. **Prize:** One (1) Grand Prize: Trip for two (the Grand Prize Winner and the child depicted in the winning entry) to San Francisco, California. Trip package consists of: round-trip coach-class air transportation (up to \$400 per person) from an airport near the winner's home (as determined by Sponsor) to San Francisco; two (2) nights' accommodations (single room, double-occupancy) determined by Sponsor in its sole discretion; activities as determined by Sponsor in its sole discretion, including an opportunity to visit the Tea studio and meet the design team and a photo shoot for the child (with a photographer and stylist chosen by Sponsor in its sole discretion); and a \$200 Visa gift card. Estimated retail value of the Grand Prize is \$2,000. Actual value may vary based on airfare fluctuations, distance between departure and destination, and other factors. Winner will not receive difference between actual and estimated retail value, if any.

7. **Prize Terms:** Winner must travel on dates determined by Sponsor in its sole discretion or prize will be forfeited; all travel must be completed no later than December 31, 2012. Winner and guest must travel on the same itinerary. Trip must be booked at least twenty-one (21) days prior to departure using Sponsor's preferred travel agent. Trip specifics are subject to availability and blackout dates. Travel must be round-trip; Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of cancellation or delay of any flight. Travel is subject to these Official Rules and to the terms and conditions of Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly described in the Grand Prize description above, including but not limited to ground transportation, meals, incidentals and personal charges at lodging, are the sole responsibility of the winner. If winner's residence is within 150 miles of San Francisco, California, winner may, at Sponsor's option, receive ground transportation or mileage reimbursement in lieu of air travel. Winner and guest are solely responsible for obtaining any identity verification or other documents required for travel. Sponsor will not replace any lost, stolen, or mutilated tickets, travel vouchers, or certificates. Sponsor is not responsible if any activity is delayed, postponed or canceled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution or compensation in lieu thereof will be provided except as in Sponsor's sole discretion. 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 winner 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.

8. **Award of Prize: The Grand Prize winner will be selected on or about October 28, 2011.** The winner will be notified by email within fourteen (14) days of selection. The winner may be required to sign and return, when requested, an affidavit of eligibility and/or publicity and/or liability release form, to the extent not prohibited by law, prior to receipt of a prize. The winner may also be required to sign a liability/travel release on behalf of the child who accompanies the winner on the Grand Prize trip. The winner must take possession of the prize as directed by Sponsor. The winner may be required to provide Sponsor with his or her social security or taxpayer identification number for tax purposes. The winner may also be required to provide Sponsor with proof that he or she is the Authorized Account Holder of the email address associated with the winning entry. An "Authorized Account Holder" is the natural person who is assigned to an email address by an Internet access provider or other organization responsible for assigning email addresses to the domain associated with the email address. In the event of a dispute, an entry will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. Failure to respond to the winner announcement or return any required declarations or releases within seven (7) days (or any longer time specified by

Sponsor in its sole discretion) or to comply with any of the foregoing, may result in disqualification and the selection of an alternate winner.

9. **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 entrant further represents and warrants that, unless the Entry Form identifies a third-party photographer, (x) the entrant took the Photo and owns all rights in and to it, and (y) the Photo is an original work of authorship, has not been copied, in whole or in part, from any other work, and does not violate any legal right of any third party.

10. **Release:** To the maximum extent permitted by law, by entering the Contest, each 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 and the child; (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 there from; (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.

11. **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.

12. **Use of Submissions; Advertising; Grant of Rights to Sponsor. All Submissions (including Photos) 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, on behalf of the entrant and the child depicted in the entry, to use by the Sponsor (or any third party chosen by the Sponsor) of the Photo and of any and all information, photos, drawings, text or other material contained in an entry or otherwise provided by such entrant related to the Contest (including any personal information obtained through the Contest and any photos or images resulting from the photo shoot that is part of the Grand Prize), for advertising, marketing, or any other purposes not prohibited by law. This consent includes the right for**

Sponsor, or any third party chosen by Sponsor, to publish, use, adapt, edit and/or modify entry Photos (and, in the case of the Grand Prize winner, photo shoot images or 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 entry as part of a winners' list and to use of his or her winning entry, name, voice, photograph, biographical material, and likeness (and the name, voice, photograph, biographical material and likeness of the child featured in the winning entry) by Sponsor or any third party third party chosen by Sponsor, for advertising, marketing, and other purposes without additional compensation. 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.

13. **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.

14. **Sponsor:** Tea, 1 Arkansas St, San Francisco, CA 94107; 415-621-9400. Visa, Flickr and their parent companies are not sponsors of or participants in this Contest.

15. **For Winners' Names:** Winners' names will be available after November 15, 2011. For a list of winners' names, send a self-addressed, stamped envelope to: Tea, attn: Fall Stylista Contest Winners, 1 Arkansas St, Suite B, San Francisco, CA 94107, by March 31, 2012.