

**“Peet’s Coffee & Tea” Sweepstakes
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The “Peet’s Coffee & Tea” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the United States of America (“USA”) and shall only be construed and evaluated according to applicable USA law and state law. Do not enter this Sweepstakes if you are not located in the United States or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored by Peet's Coffee & Tea, Inc., 1400 Park Ave., Emeryville, CA 94608 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St., Suite 402, Rochester, NY 14614 (the “Administrator”).

ELIGIBILITY: The Sweepstakes is open to legal residents of the USA who are at least eighteen (18) years of age or the age of majority, whichever is older, in their respective states of permanent residence at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void in Puerto Rico, U.S. territories, and where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include those Entrants who are deemed Winners (as defined below)).

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

TWO WAYS TO ENTER: The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on January 1, 2022 and ends at 11:59:59 p.m. ET on December 31, 2022 (“Sweepstakes Period”). The Sweepstakes Period will be separated into the following twelve (12) Entry Periods (“Entry Period”):

	Quarter	Start Date	End Date
Entry Period 1	1	1/1/2022	1/31/2022
Entry Period 2	1	2/1/2022	2/28/2022

Entry Period 3	1	3/1/2022	3/31/2022
Entry Period 4	2	4/1/2022	4/30/2022
Entry Period 5	2	5/1/2022	5/31/2022
Entry Period 6	2	6/1/2022	6/30/2022
Entry Period 7	3	7/1/2022	7/31/2022
Entry Period 8	3	8/1/2022	8/31/2022
Entry Period 9	3	9/1/2022	9/30/2022
Entry Period 10	4	10/1/2022	10/31/2022
Entry Period 11	4	11/1/2022	11/30/2022
Entry Period 12	4	12/1/2022	12/31/2022

- 1) *Online Survey:* During the Sweepstakes Period, the Sponsor will send out email notifications with a link to a Sweepstakes survey website. Entrants can enter the Sweepstakes by following the links and instructions to visit the Sweepstakes website (the "Website") and fully complete the customer survey. While answers to the survey questions do not affect the Sweepstakes entry, providing answers to the aforementioned questions is mandatory for completion of a Sweepstakes entry. All online entries must be received by 11:59:59 p.m. ET on December 31, 2022. **Online entries must be received by 11:59:59 p.m. ET on the last day of each Entry Period in order to be eligible for the Entry Period drawing in question.**
- 2) *Mail-in:* You may enter by hand-printing your name, address, day and night telephone numbers and age on a 3"x 5" card and mailing it in a standard business-size #10 envelope to: "Peet's Coffee & Tea" Sweepstakes, PO Box 397, Macedon, NY 14502-0397. Limit one (1) entry (completed card) per envelope. The postmark date will serve as the entry date. ****NOTE:** Mail-in entry card and envelope must be hand printed by the Entrant only. In addition, Entrants are not permitted to use any 3rd party organization to assist with the entry process in any way (as determined by the SPONSOR). Each envelope must be mailed individually. Bulk shipments of entries will not be accepted. **Mail-in entries must be postmarked by the last day of each Entry Period and received by the 4th day of the following Entry Period in order to be eligible for the Entry Period drawing in question. All mail-in entries must be postmarked by December 31, 2022 and received by January 4, 2023.**

Limit one (1) entry Entrant per Entry Period, regardless of the method of entry. The Sponsor reserves the right to disqualify any Entrant that submits more than the maximum allowed entries. All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, postage-due or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below. All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at

<https://www.peets.com/privacy-policy>. By participating in the Sweepstakes and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus or bugs, (ii) tampering or unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the 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 applicable Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

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.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor and Administrator, (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, 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 a Prize. Released Parties assume no responsibility 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. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email 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 Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees 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 fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control (a "Force Majeure Event").

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

DRAWING AND NOTIFICATION: All potential First Prize Winners will be selected in twelve (12) monthly random drawings from among all eligible entries received by the Administrator whose decisions are final and binding. Each monthly prize drawing will each be conducted on or about the fifth day of the following Entry Period. There will be one (1) potential First Prize Winner selected in each Entry Period Prize drawing. Odds of winning a First Prize will depend on the total number of eligible entries received DURING THE ENTRY PERIOD IN QUESTION. Note: Entries will not carry over into the subsequent Entry Periods. All potential First Prize Winners will be contacted by the Administrator via phone, email and/or a USPS mail package of prize confirmation.

All potential Grand Prize Winners will be selected in four (4) quarterly random drawings from among all eligible entries received by the Administrator whose decisions are final and binding. Each quarterly prize drawing will each be conducted on or about April 5, 2022, July 5, 2022, October 5, 2022, and January 6, 2023. There will be one (1) potential Grand Prize Winner selected in each quarterly Prize drawing. Odds of winning a Grand Prize will depend on the total number of eligible entries received DURING THE QUARTER IN QUESTION. Note: Entries will not carry over into the subsequent QUARTERS. All potential Grand Prize Winners will be contacted by the Administrator via phone, email and/or a USPS mail package of prize confirmation.

PRIZES & PRIZE CONDITIONS: There will be **four (4) Grand Prizes** and **twelve (12) First Prizes** awarded throughout the Sweepstakes Period. Each Grand Prize Winner (“Grand Prize Winner”),

upon the Administrator's verification of eligibility, will receive will receive one (1) \$500 Peet's Coffee gift card ("Grand Prize"). Each First Prize Winner ("First Prize Winner"), upon the Administrator's verification of eligibility, will receive will receive one (1) \$100 Peet's Coffee gift card ("First Prize"). Total Prize Pool - \$3,200. All Prizes subject to the terms and conditions of the awarded gift cards. Prizes are not transferrable.

The Sponsor reserves the right at its sole discretion to substitute the Prize with another Prize of equal or greater value. By accepting a Prize, the Prize Winners agree to release and hold harmless the Released Parties, from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. Each Prize Winner will be notified by phone, and email, and must sign and return to the Sponsor, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her Prize within seven (7) days in order to claim his/her Prize. Upon receipt of Affidavit of Eligibility, Liability & Publicity Release, the Sponsor will deliver the Prize by mail within thirty (30) of days. 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, if a potential Winner fails to return requisite document 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 may be selected for the Prize at issue. The potential Winners are subject to verification before any Prize will be awarded.

By accepting a Prize, where permitted by law, the Winners grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOSS PROFIT, CLAIMS OF THIRD PARTIES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death, losses or damages to persons or property, AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY, that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of the Prizes. The Winners also acknowledge that 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, relative to the Prizes.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of California; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by February 20, 2023, to: ASC/Peet's Coffee & Tea 2022 Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.