

THE GREAT PUMPKIN HUNT OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

1. ELIGIBILITY:

The Great Pumpkin Hunt ("Promotion") is open to legal residents of the United States, 18 years of age or older. Employees of Gong cha Americas Inc., its affiliates, subsidiaries, and their immediate family members (spouse, parent, sibling, and children) are not eligible to participate.

2. PROMOTION PERIOD:

The Pumpkin Hunt will run from 9 am EST October 21st, 2024 to 11:59 EST October 31st, 2024.

3. UNCLAIMED PRIZES CLAUSE:

In the event that any prizes are not claimed by 11:59 PM EST on October 31, the prize shall be considered null and void and will no longer be redeemable.

4. HOW TO ENTER:

- Follow @gongchatea on Instagram.
- Hunt participants must locate hidden pumpkins based on clues shared by influencers.
- Winners must post an Instagram story showing they found the pumpkin, tag @gongchatea, DM @gongchatea, and email an image of the pumpkin along with their name, address, and the nearest Gong cha store to their home to Americas.Communication@gong-cha.com.

5. PRIZE FOR WINNERS:

- Each winner will receive: a Gong cha swag box, including a **tote bag**, **sweatshirt**, **hat**, **Snoopy straw toppers**, and **Gong cha for a month** (8 medium drink vouchers for December).
- Influencers can promote the prize as "Free Gong cha for a month along with a gift box of Gong cha swag."
- Total approximate value of all Prizes is \$200
- Federal, state, and local taxes are solely the responsibility of the Winner. Prize is nontransferable and no substitution or cash equivalent is allowed except in the Sponsor's sole discretion. Should Prize become unavailable for any reason, Sponsor reserves the right to substitute a prize of the same approximate retail value.

6. ODDS:

Odds of winning depend on the number of eligible entries. Sponsor cannot predict the number of entries.

7. SELECTION OF WINNERS:

Winners are determined by successfully finding the hidden pumpkin, following all entry instructions, and complying with the official rules.

8. GENERAL CONDITIONS:



No purchase necessary. Void where prohibited. Any entrant suspected of tampering with or disrupting any aspect of the Promotion will be disqualified. All decisions of Sponsor are final. By your participation in the Promotion, you (i) agree to be bound by these Official Rules, and (ii) agree to release, indemnify, and hold the Promotion Entities, Meta Platforms, Inc., and Carbonate Inc. harmless from any and all claims, liabilities, losses, and damages of any kind arising in whole or in part, directly or indirectly, from your participation in the Promotion, or from your acceptance, possession, use, or misuse of any Prize.

9. LIMITATION OF LIABILITY:

SPONSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE PRIZES. SOME JURISDICTIONS MAY NOT PERMIT LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS TO DETERMINE IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. Sponsor is not responsible for late, lost, misdirected, incomplete, or unintelligible entries, including entries not received because of interrupted or unavailable network servers, failed communications networks or equipment, computer hardware or software, or other errors or malfunctions whether human, mechanical, or electronic. Should Sponsor, in its sole discretion, determine that the Promotion has been compromised by virus, bugs, hackers, or other causes beyond its control, Sponsor reserves the right to terminate or revise the Promotion and choose the Winners in a fair and reasonable manner from among all eligible entries submitted prior to termination.

10. GOVERNING LAW:

All disputes concerning the construction, interpretation, validity, effect, and enforceability of these Official Rules will be governed by the laws of the State of Massachusetts, United States without regard to conflicts of law's provisions. Entrant (i) agrees that exclusive jurisdiction over any legal action arising out of or in connection with the Promotion will be in state or federal courts located in Boston, Massachusetts, and by entering consents to such jurisdiction and venue; (ii) consents to resolve any such claims individually and without resort to class action; and (iii) agrees that all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees or punitive, incidental, consequential, or any damages other than actual out-of-pocket expenses.

11. PRIVACY:

With the exception of Winner's name, city, and state, entrants' information collected by Sponsor solely in connection with the Promotion will not be shared with unaffiliated third parties.

12. SPONSORS:

The Promotion is sponsored by Gong cha Americas Inc., 200 Clarendon Street, Boston, MA 02116. For questions or comments, contact Sponsor directly.

This Promotion is in no way sponsored, endorsed, or administered by Meta Platforms, Inc. or its Facebook and Instagram platforms.