

Tom & Chee Family Day Giveaway Sweepstakes
OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN THIS SWEEPSTAKES. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

YOU MUST HAVE A FACEBOOK®, TWITTER®, or INSTAGRAM® ACCOUNT TO PARTICIPATE (FREE).

2. **Eligibility.** Subject to the additional restrictions below, the Tom & Chee Family Day Giveaway Sweepstakes (the "Sweepstakes") is open to participants who are: (i) legal residents of the States of Ohio, Indiana, and Kentucky; and (ii) 18 years or older at the time of entry. Employees of TCWW, LLC ("Sponsor"), Adam and Keli Photography, and their affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live. Persons belonging to or affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA, are not allowed to compete in the Sweepstakes or participate in any entry. Professional actors and filmmakers, whether full-time or part-time, are allowed to compete so long as they do not belong to any professional organizations connected with the entertainment industry that would cause Sponsor to pay the entrant or any other person a fee or any other benefit for taking part in any Sweepstakes event.
3. **How to Enter.** The Sweepstakes will begin at 12:01 a.m. Eastern Standard Time ("EST") on September 26, 2022, and end at 11:59 p.m. EST on September 29, 2022 ("Entry Period"). Sponsor will be the official timekeeper for the Sweepstakes.

During the Sweepstakes Period, Sponsor will make a post announcing the Sweepstakes to Sponsor's Facebook (www.facebook.com/4TomAndChee), Instagram (www.instagram.com/TomAndChee), and Twitter (www.twitter.com/TomAndChee) profile pages.

An entrant may follow the steps below (via Facebook, Instagram, or Twitter) to receive one (1) entry into the Sweepstakes during the Sweepstakes Period:

- Locate the Sweepstakes Post on the applicable social media platform;
- Like the Sweepstakes Post;
- Leave a comment to the Sweepstakes Post; and
- Include #contest in your comment

PLEASE NOTE: A Facebook, Instagram, or Twitter account is required to participate in this Sweepstakes. If you do not have any such account, visit Facebook.com, Instagram.com, or Twitter.com (as applicable), the Apple iTunes® Store, or Google Play® to download for free. **Standard data rates apply.**

Entrants must adjust their social media account settings to allow for receipt of messages from Sponsor. For this purpose, entrants may be required to set their account settings to "Public" and take any further necessary steps to ensure receipt of any communication from Sponsor. It is entrant's sole responsibility to take any steps necessary to adjust their account settings to permit entrant to receive messages from Sponsor. Any Entrant's failure or inability to receive any message(s) from Sponsor for any reason shall be deemed a failure by such entrant to comply with these rules, and any such entrant shall be disqualified from the random drawing. Similarly, Sponsor shall not be liable for any lost, misdirected, or otherwise unreceived or illegible messages from entrants. By entering this Sweepstakes, each entrant agrees that the Sponsor may contact the entrant by direct message via entrant's social media account provided upon registration, to administer and fulfill this Sweepstakes. By participating in the Sweepstakes, you agree to be bound

by Sponsor's Privacy Policy (<http://www.tomandchee.com/privacy-policy>), and the application social media platform's terms of use (www.facebook.com/policies_center/help.instagram.com/581066165581870/?helpref=uf_share; twitter.com/en/tos) and privacy policy (www.facebook.com/privacy/policy; privacycenter.instagram.com/policy; twitter.com/en/privacy) which are hereby incorporated by reference.

Entries submitted in compliance with the foregoing and all other terms in these Official Rules are hereafter referred to as "Entries" or, individually, an "Entry."

Limit: Maximum one (1) entry per person and per email address during the Sweepstakes Period, regardless of the social media platform.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled, or illegible entries, or entries that do not meet the size or formatting requirements specified above, will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor's Sweepstakes application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Sweepstakes eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

By entering, you hereby grant to Sponsor a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Sponsor. All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

4. **Entry Restrictions** Your entry (1) must be suitable for a general audience; (2) **cannot** contain any private, sexually explicit, disparaging, libelous, or other inappropriate content (all as determined in the sole discretion of Sponsor); (3) **cannot** contain any commercial content that promotes any product(s) or service(s) other than Sponsor; (4) **cannot** contain any trademarks, copyrighted works or other intellectual property (other than works and intellectual property that you own, or for which you have obtained royalty-free rights for Sponsor to use in connection with this Sweepstakes (collectively, "Authorized Assets"). Any elements appearing in your entry must be entirely original, created by you, be in the public domain, or be an Authorized Asset. Use of any materials that are not original to you, not in the public domain, or that are not an Authorized Asset may result in disqualification. Sponsor reserves the right to disqualify any entry that violates the foregoing restrictions, as determined by Sponsor in its sole discretion.
5. **Winner Selection**. On or about September 30, 2022, Sponsor's will conduct a random drawing and select one (1) eligible Entry from among all eligible Entries received during the Sweepstakes Period as the potential winner. Odds of winning depend on number of eligible entries received.

6. **Prize Description.** Subject to verification of eligibility and compliance with these Official Rules, the potential winner will receive a picnic-themed family photoshoot (up to eight total family members may participate) from Adam and Keli Photography (a/k/a The Spaniers Photography) to occur on a date to be determined by Sponsor in its sole discretion. Maximum approximate retail value of prize: \$200.

Limit: One (1) prize per person and per household.

7. **Winner Notification and Acceptance.** Each potential winner will be notified on or about two (2) weeks after the winners' selection process via direct message on the social media platform of entry, or at the telephone number and/or email provided on the potential winner's Entry form.

In order to claim a prize, potential winners must respond to Sponsor's notification forty-eight (48) hours of notice or attempted notice. Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned five (5) business days of notification.

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in such potential winner's disqualification and the selection of a substitute winner which will be randomly selected.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

Potential winner acknowledges and agrees that Sponsor has the right, but not the obligation, to use any photographs resulting from the prize photoshoot for any commercial, publicity, or promotional purpose without limitation, review or approval, or compensation to the potential winner.

8. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

9. **Authorization.** BY ENTERING THE SWEEPSTAKES, YOU REPRESENT AND WARRANT THAT (I) YOUR ENTRY IS ORIGINAL, WAS LEGALLY OBTAINED AND CREATED, AND DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OR OTHER LEGAL, EQUITABLE, OR MORAL RIGHTS OF ANY THIRD PARTY; (II) YOU HAVE OBTAINED PERMISSION TO

SUBMIT YOUR ENTRY FROM EVERYONE NAMED, DESCRIBED, OR APPEARING IN YOUR ENTRY AND FROM THE OWNERS OF ALL LOCATIONS APPEARING IN YOUR ENTRY, AND YOU CAN MAKE THOSE AUTHORIZATIONS AVAILABLE TO SPONSOR UPON REQUEST; (III) THE ENTRY YOU ARE SUBMITTING HAS NOT PREVIOUSLY BEEN PUBLISHED OR ACCEPTED FOR PUBLICATION AND IS NOT CURRENTLY UNDER CONSIDERATION FOR PUBLICATION; AND (IV) YOU WILL NOT DISSEMINATE OR OTHERWISE SUBMIT YOUR ENTRY TO ANY OTHER ENTITY FOR PUBLICATION.

10. **Publicity Release.** BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT SPONSOR, ADAM AND KELI PHOTOGRAPHY, AND THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH YOUR ENTRY ON THE WEBSITE AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY, ANY PRIZE AWARDED TO YOU, AND/OR YOUR NAME, BIOGRAPHICAL INFORMATION, AND LIKENESS IN CONNECTION WITH THE SWEEPSTAKES OR FOR ANY COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSE WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU. BY ENTERING, YOU GRANT THE RELEASED PARTIES AN EXCLUSIVE, ROYALTY-FREE AND IRREVOCABLE LICENSE AND RIGHT (BUT NOT THE OBLIGATION) TO TELECAST, BROADCAST, COPY, EDIT, ADAPT, MODIFY, REPRODUCE, PUBLISH, CREATE DERIVATIVE WORKS OF, DISTRIBUTE, USE, OR OTHERWISE PUBLICLY DISPLAY ANY OR ALL OF YOUR ENTRIES, ANY PRIZE AWARDED TO YOU, OR ANY PORTION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD IN PERPETUITY, FOR COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSES, AND TO LICENSE OTHERS TO DO SO, WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU.
11. **Indemnification.** If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party, you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.
12. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES, META PLATFORMS, TWITTER, INC., AND INSTAGRAM, INC. FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.
13. **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES, FACEBOOK, INC., TWITTER, INC., AND INSTAGRAM, INC. ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon which entries received the highest scores according to the judging criteria.

14. **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
15. **No Affiliation.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Sponsor.
16. **Sponsor.** The Tom & Chee Family Day Giveaway Sweepstakes is sponsored by TCWW, LLC. The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. For a list of winners (available after October 7, 2022) or a copy of these Official Rules, visit <http://www.tomandchee.com>. If you have any questions regarding this Sweepstakes, please contact contact@tomandchee.com.