

Terms and Conditions

Schipper & Company U.S.A. Inc.

Colorblends Win a Trip to Amsterdam Sweepstakes 2022

Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. **By entering this Sweepstakes, you are providing your information to Schipper & Company U.S.A. Inc., the Sponsor and Administrator, and it will only be used in accordance with the respective privacy policies (see Rule #12). Entrants agree to opt-in to be contacted via provided email address by Schipper & Company U.S.A. Inc.**

1. Eligibility: "Colorblends Win a Trip to Amsterdam Sweepstakes 2022" ("**Sweepstakes**") is open only to legal residents of the United States and the District of Columbia (excluding residents of overseas military installations, Puerto Rico, Hawaii, Alaska, Rhode Island, twenty-one (21) years of age or older with a valid email address (the "**Entrant**"). Employees, officers, directors, and agents of Sponsor and Administrator, their respective parents, subsidiaries, affiliate companies and advertising and promotion agencies, Franchisees, and distributors (collectively, "**Released Parties**"), as well as the immediate family (spouse, and parents, siblings, and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. Subject to all applicable federal, state, and local laws, and regulations. **Void where prohibited.**

2. Sponsor and Administrator: Sponsor: Schipper & Company U.S.A. Inc. 747 Barnum Avenue Bridgeport, CT 06608. Administrator: Schipper & Company U.S.A. Inc. 747 Barnum Avenue Bridgeport, CT 06608.

3. Agreement to Official Rules: Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and legally binding in all respects.

4.

A. Timing: Sweepstakes begins Monday, June 6th, 2022 at 09:00:00 a.m. Eastern Time ("**ET**") and ends Friday, December 16th, 2022 at 5:00:00 p.m. Eastern Time ("**ET**") ("**Sweepstakes Period**"). Sponsor's designated computer server is the official time-keeping device for the Sweepstakes.

B. Winner Selection and Notification: There will be one (1) drawing to award one (1) Grand Prize ("**Prize**"). The potential winner will be randomly selected by the Administrator from all eligible entries submitted in a random drawing taking place on or about Monday, December 19th, 2022 at 09:00:00 a.m. Eastern Time ("**ET**"). Winner will be notified by email within two (2) days of the drawing using the contact information provided at the time of entry. Sponsor shall have no liability for any notification that is lost, intercepted, or not received for any reason. If, despite reasonable efforts, a potential winner does not respond within three (3) calendar days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit Prize and an alternate potential winner may be selected from the relevant drawing. If any potential winner is found to be ineligible, has not complied with these Official Rules, or declines a Prize for any reason, such potential winner will be disqualified and, at Sponsor's discretion, an alternate potential winner may be selected from the relevant drawing.

5. Prize/Odds of Winning:

One (1) Grand Prize: One (1) Grand Prize Winner will receive the following: (i) two (2) roundtrip tickets from the continental US to Amsterdam, Holland; (ii) six (6) nights accommodations located in Amsterdam; and (iii) two (2) tickets to Keukenhof. Actual value of Sweepstakes depends on market fluctuations. The approximate retail value of this prize is \$4,000.

The Grand Prize Winner will be issued a 1099 tax form for the actual value of the Grand Prize. The specifics of all aforementioned elements of the Grand Prize in the Sweepstakes shall be solely determined by Sponsor. Some restrictions may apply. Grand Prize cannot be transferred, substituted, or redeemed for cash except at Sponsor's sole discretion. Sponsor reserves the right to substitute the Grand Prize, or portions thereof, with a prize of comparable or greater value, at its sole discretion.

Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Winner is responsible for any and all applicable local, state, and/or federal taxes and fees arising from any prize award. Winner and their guest are responsible for obtaining, at their own expense, any necessary travel documentation (i.e., valid photo identification) prior to travel. No additional funds/money back or refunds will be issued, including per diems.

Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsor cannot guarantee that any person will not be exposed during a visit. Any travel CDC guidelines and/or the recommendations of health officials must be followed. In addition, guests should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before visiting any destination.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

6. How to Enter:

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT AN ENTRY WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

During the Entry Period, you may enter the sweepstakes by visiting the webpage at www.colorblends.com/win-a-trip (the "Sweepstakes page") and completing the entry form. Entries will only be considered complete when the entry form is filled out fully. Incorrect and incomplete entries are void. Sponsor reserves the right to disqualify any entries received through agency or automated systems, as determined by the sole discretion of the Sponsor. By entering the Sweepstakes in accordance with the process described above, you agree to register to receive email communications from the Sponsor.

LIMIT: Limit of one (1) entry, per valid email address, per eligible person during the Entry Period. If multiple entries are received, only the first entry will be accepted, and additional entries will be disqualified. Multiple participants are not permitted to share the same email address. Any attempt by you to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations or logins, or any other methods may void your entries, and you may be disqualified from the Sweepstakes. In the event of a dispute as to any online entry, the authorized account holder of the

email address used to enter will be deemed to be the entrant, and such individual must comply with these Official rules. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder.

Complete entry form must include: full name and valid email address.

By entering via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset 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 as well as charges for wireless Internet access) 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 messaging rate plans and charges relating to your participation in the Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

7. Winner Requirements: Acceptance of Prize shall constitute Winner’s agreement and consent to Sponsor’s and its designees’ use of Winner’s name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes for promotional, advertising, or other purposes, in any manner, worldwide, royalty-free, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

The Prize Winner may be required to sign and return properly executed documents issued by the Administrator **(a)** an Affidavit of Eligibility; **(b)** an Agreement of Publicity (granting Sponsor and its designees, including without limitation Prize Suppliers, the right to use the name and image of the Winner for advertising and promotion purposes, unless prohibited by law); **(c)** a liability release; and **(d)** a form W9, Taxpayer Request for Identification, to the Administrator **within five (5) calendar days of attempted notification as a prerequisite for receiving the Prize.**

8. Drawing:

A random drawing will be conducted on or about Monday, December 19th, 2022, at 09:00:00 a.m. Eastern Time (“ET”). by the Administrator from all eligible entries received during the Sweepstakes Period.

9. Release of Liability / Conditions of Participation.

A. Transmission of Information: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this 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 this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the Prizes or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or; (6) costs associated with claiming or redeeming the prizes; nor (7) loss or damages resulting from an entrant’s connection to the

internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mis-transcribed, misdirected, or undeliverable entries, email transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled, or delayed computer transmission, or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate, or damaged entries, or undeliverable emails resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to Entrants, to their computer equipment or to data which is stored on them, or to their personal, professional, or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures, or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winner from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, Entrant indemnifies, releases and agrees to hold harmless the Released Parties, their respective parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession, or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

10. FORCE MAJEURE. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, pandemic, governmental regulation, or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes.

11. DISPUTE RESOLUTION/GOVERNING LAW. To the fullest extent permitted by law, by participating in the Sweepstakes, Entrant agrees that: (a) any action at law or in equity arising out of or relating to these Official Rules or this Sweepstakes shall be filed exclusively in the federal or state courts of the State of Connecticut, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action; (b) any such action shall be resolved individually, NOT as part of a class action; (c) any claims/judgments/awards shall be limited to actual

out-of-pocket costs incurred in Entrant's entry into the Sweepstakes (if any), but NOT attorneys' fees, special damages, punitive damages, or consequential damages of any kind (including lost wages). These Official Rules and this Sweepstakes shall be governed by the internal, substantive laws of the State of Connecticut, without regard to principles of choice of laws/conflict of laws of the State of Connecticut or of any other jurisdiction.

12. Use of Data. Entrant's Personal Information: Sponsor and Administrator, will be collecting personal data about Entrants online, in accordance with their respective privacy policies. Please review Sponsor's privacy policy at <https://www.colorblends.com/privacy-policy/>, Administrator's privacy policy at <https://www.colorblends.com/privacy-policy/>. By participating in the Sweepstakes, Entrants hereby agree to the collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's and Administrator's privacy policies.

Notwithstanding the foregoing, all Entrants acknowledge that if they are chosen as a Winner, certain of their personally identifying information may be disclosed to third parties, including, without limitation, on a winner's list. All personal information submitted as part of the Sweepstakes may be shared by and between the Released Parties and their affiliates and partners, and such affiliates and partners will use disclosed personally identifying information in accordance with their respective online privacy policies.

The Sweepstakes may be held, hosted, or promoted on social media platforms including but not limited to Twitter, Instagram, Facebook, and any of its affiliated sites (The "Media Platforms"). By participating in the Sweepstakes, you hereby agree to adhere to the Terms of Use, Privacy Policy and any other terms governing access to the Media Platforms, their servers, or their content. Sweepstakes is not sponsored or endorsed by the Media Platforms. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion, and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification, or permission.

13. Winner's List: For the name of the Winner (available after December 31, 2022), send a self-addressed, stamped envelope to: Schipper & Company U.S.A. Inc. Colorblends Win a Trip for Two to Holland Sweepstakes 2022 Winner, 747 Barnum Avenue Bridgeport, CT 06608, for receipt by January 31, 2023.

The use of any prize manufacturer/supplier, name, or trademark in connection with any of the prizes is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship.