

# CHAMELEON ORGANIC COFFEE GIVEAWAY

## TERMS AND CONDITIONS

NO PURCHASE NECESSARY. The Chameleon Organic Coffee Giveaway (the “**Promotion**”) is sponsored by Nestlé USA, Inc. (“**Sponsor**”), 1812 N. Moore Street, Arlington, VA 22209.

**1. Eligibility:** Promotion is open only to legal residents of the 50 United States or D.C. who are at least 18 years of age (or the age of majority in their jurisdiction of residence, whichever is older). Directors, officers, members, managers, and employees of Sponsor and any of its respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) are not eligible to enter the Promotion. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE TERMS AND CONDITIONS, YOU ARE NOT ELIGIBLE TO SUBMIT A SUBMISSION OR RECEIVE A PROMOTIONAL ITEM.

**2. Promotion Period:** Promotion starts at 12:01 a.m. Pacific Time (“**PT**”) on July 31, 2021 and ends after all available Promotional Items (defined below) have been claimed or at 11:59 p.m. PT on September 15, 2021, whichever occurs sooner (“**Promotion Period**”).

**3. How to Participate:** During the Promotion Period, you must visit one of the murals at one of the designated locations: (i) 1408 East 6<sup>th</sup> Street, Austin, Texas 78702, (ii) 8<sup>th</sup> Street and Grand Avenue, Los Angeles, California 90017, or (iii) 59 Clarkson Street, New York, New York 10014, use your smartphone’s camera to scan the QR code on the mural, and complete the submission form.

By completing a submission form as instructed above (a “**Submission**”) you (i) will have the opportunity to receive a Promotional Item based on when your Submission is received by Sponsor (while supplies last) and (ii) you consent to receive communications from Sponsor regarding this Promotion. Sponsor will also give you the option to opt into marketing communications. Addresses provided in Submissions must be the entrant’s physical address. Promotional Items cannot be shipped to post office boxes, reshipping companies, or distributors.

**Limit:** ONE SUBMISSION AND PROMOTIONAL ITEM PER PERSON DURING PROMOTION PERIOD. Any attempt to provide additional Submissions, claim additional Promotional Items, including through multiple or duplicate accounts, engage in fraudulent behavior, or otherwise violate these Terms and Conditions (in Sponsor’s discretion) will be void.

**4. Promotional Items:** The below “**Promotional Items**” will be distributed during the Promotion Period based on the time the Submission is received by Sponsor, as described below.

- **Chameleon Whole Bean Coffee Bag:** The senders of the first 1,000 eligible Submissions from each of the designated locations will each receive (i) one 9 oz bag of Chameleon Ground Coffee (approximate retail value: \$9.99); and (ii) one coupon redeemable for \$2.00 off one 9 oz bag of Chameleon Whole Bean Coffee, 9 oz bag of Chameleon Ground Coffee or 32 oz Chameleon Ambient Cold Brew Concentrate with a participating retailer.
- **Chameleon Organic Coffee Coupon:** The senders of the next 7,000 eligible Submissions will each receive one coupon redeemable for \$2.00 off one 9 oz bag of Chameleon Whole Bean Coffee, 9 oz bag of Chameleon Ground Coffee or 32 oz Chameleon Ambient Cold Brew Concentrate with a participating retailer.

All coupons provided are subject to the terms and conditions of use and expiration dates as indicated thereon. After all Promotional Items are claimed (as determined in Sponsor's discretion), the Promotion will end, and any Submissions received by Sponsor after that time will be void.

**5. Privacy:** See Sponsor's Privacy Policy at <http://privacy.nestleusa.com>.

**6. General Terms and Conditions:** The Promotion and these Terms and Conditions will be governed, construed and interpreted under the laws of the State of Virginia. This Promotion is subject to all applicable state and federal laws and is void where prohibited. Any provision of these Terms and Conditions deemed unenforceable will be enforced to the extent permissible, and the remainder of these Terms and Conditions will remain in effect. Sponsor reserves the right to amend these Terms and Conditions or to terminate this Promotion. Sponsor and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or Submissions; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Promotion disruptions, injuries, losses or damages caused by events or pandemics beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Promotion. **By participating in the Promotion, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use any Promotional Item (including claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.** By participating in this Promotion, you certify that you have complied with these Terms and Conditions and satisfy all of the eligibility requirements listed above. The use of the terms "include" or "including" in these Terms and Conditions is illustrative and not limiting. By participating in the Promotion, you agree to be bound by these Terms and Conditions and by the decisions of Sponsor, which are final and binding in all respects. The Promotion and all accompanying materials are Copyright © 2021 by Nestlé USA, Inc. All rights reserved.