

GOOD BOOKS AND DAVIDSTEAL CONTEST

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. CONTEST PERIOD

The “Good Books and DAVIDsTEA” contest (the “Contest”) begins at 12:00:00 PM Eastern Time on Sunday, August 22d at 12:00:00 pm and ends at 11:59:59 PM Eastern Time on Saturday, August 28, 2021 (the “Contest Period”).

There is one (1) phase to this Contest: A random draw of 1 (one) participant from all the eligible entries during the Contest Period.

2. ELIGIBILITY

No purchase necessary. Access to a computer and Internet access are required. The Contest is open to legal residents of Canada (excluding Quebec) have reached the age of majority in their Province or Territory of residence as of the date of entry. Excluded from eligibility are employees, agents and sales representatives of DAVIDsTEA Inc. (“DAVIDsTEA”) and promotional agencies, fulfillment houses and Prize suppliers, each of their respective parent, affiliated and related companies, suppliers of the materials and services related to this Contest, and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they reside) or households (whether or not related) of such employees, agents and sales representatives.

3. HOW TO ENTER

There is one (1) way to enter the Contest. During the Contest Period, participate by:

- Filling out the form on <https://www.harpercollins.ca/good-books-and-davidstea-giveaway/>

4. LIMIT

Limit of one (1) entry per e-mail address on <https://www.harpercollins.ca/good-books-and-davidstea-giveaway/>. Multiple entries per person are not accepted in the context of the Contest during the Contest Period. Should the identity of a participant be contested, the email account’s designated authorized owner will be deemed the participant. The “E-mail Account’s Designated Owner” shall mean the person related to the e-mail account by the online provider or the organization responsible to provide the e-mail account in question. Selected participants can be asked to provide proof of ownership of the e-mail address. All entries must be received by the end of the Contest Period in order to participate.

This contest provides for additional entries (the “Additional Entries”) by performing the following actions: following DAVIDsTEA ([@davidstea](#)) or HarperCollins Canada ([@harpercollinsca](#)) on Instagram, following DAVIDsTEA ([@davidstea_official](#)) on TikTok, or creating an account of [invitd.ca](#). The number of Additional Entries and the manner by which you can acquire them are mentioned when entering the Contest.

5. PRIZE

There is a total of one (1) Prize to be won. Each Prize is valued at CAD \$245. Each Prize consists of the following:

- One (1) book titled The Spectacular by Zoe Whittall (\$20)
- One (1) book titled In My Dreams I Hold A Knife by Ashley Winstead (\$24.99)
- One (1) book titled The Secret Keeper of Jaipur by Alka Joshi (\$23.99)
- One (1) book titled The Lost Apothecary by Sarah Penner (\$24.99)
- One (1) book titled The Midnight Library by Matt Haig (\$21.99)
- One (1) 50g bag of Just Peachy (\$7.98)
- One (1) 50g bag of Blood Orange Boost (\$9.98)
- One (1) 50g bag of Tulsi Tranquility (\$9.98)
- One (1) 50g bag of Butterfly Jasmine (\$23.98)
- One (1) 50g bag of Blueberry Fields Forever (\$7.98)
- One (1) Double-walled Nordic mug (\$19)
- One (1) Steeper (\$25)
- One (1) Perfect Spoon (\$9)
- One Favourite Tumbler (\$25)

(Collectively defined as the “Prize”)

PRIZES MUST BE ACCEPTED AS AWARDED. ALL AMOUNTS ARE IN CANADIAN DOLLARS (CAD). THE PRIZES MAY NOT BE SOLD, TRANSFERRED AND ARE NOT CONVERTIBLE TO CASH. DAVIDsTEA RESERVES THE RIGHT TO SUBSTITUTE A PRIZE OF EQUAL OR GREATER VALUE AT ITS SOLE DISCRETION. DAVIDsTEA MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ANY IMPLIED WARRANTIES, WITH RESPECT TO THE PRIZE.

6. HOW TO WIN

At the end of the Contest Period a random draw from all eligible entries received during the Contest Period will take place at 5430 rue Ferrier, Ville Mont-Royal, Québec, Canada on Monday, August 30th at 12 pm EST. Chances of winning depend on the total number of eligible entries received during the Contest Period.

7. PRIZE CLAIM CONDITIONS

Before being declared a winner, the selected entrants must first correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a time-limited mathematical skill-testing question to be administered at a reasonably prescribed time by e-mail.

By participating in the Contest, the entrant declares that he/she is eligible to win the Prize pursuant to this Agreement, and releases DAVIDsTEA, HarperCollins Canada, as well as all their directors, officers, owners, partners, shareholders, Representatives, heirs and assigns from any and all liability in connection with this Contest, or with the use, misuse, or possession of any Prize or any related travel. Prizes will be awarded only to winners who have been audited.

DAVIDsTEA will attempt to contact the potential winners by e-mail using the e-mail that was used when you entered the contest within twenty-four (24) hours of being selected to schedule the administration of the skill testing question.

DAVIDsTEA will send for signature the Declaration and Release to them by e-mail, which will need to be returned electronically within twenty-four (24) hours of the time it was sent. If a potential winner (a) cannot be reached by email within twenty four (24) hours of being selected; (b) fails to correctly answer the mathematical skill testing question ; (c) fails to provide any required proof of eligibility; (d) fails to return the properly executed Declaration and Release within the specified time, or (e) fails to comply with any term and condition of these Official Contest Rules, then he/she may, at DAVIDsTEA's sole discretion, be disqualified and another potential winner, who will be subject to disqualification in the same manner, will be randomly selected from among the remaining eligible entries for the Contest Period. DAVIDsTEA will not be responsible for failed attempts to contact a potential winner. The Prizes will only be awarded to verified winners. Allow 2 to 4 weeks delivery for the Prizes.

In the event of a dispute regarding an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address provided by an Internet service provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

8. PERSONAL INFORMATION

The Personal information that you provide when you enter this Contest is being provided to DAVIDsTEA and its authorized agents. DAVIDsTEA and its authorized agents will only use and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest. By accepting a Prize, winners agree to DAVIDsTEA use of his/her name, city/province of residence, and likeness in any advertising and publicity DAVIDsTEA may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. For further information about DAVIDsTEA privacy practices, please see DAVIDsTEA's Privacy Policy at: www.davidstea.com.

9. RIGHT TO VOID/TERMINATE/SUSPEND/MODIFY

Any materials used in this Contest which have been tampered with, mutilated, altered, forged, reproduced, not legitimately obtained, are illegible or which contain or reflect computer, software, printing, production or other errors will be void. DAVIDsTEA reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in DAVIDsTEA sole opinion, any factor interferes with its proper conduct as contemplated by these Official Contest Rules.

Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, printing errors, programming errors, seeding errors, technical failures, or any causes beyond the reasonable control of DAVIDsTEA, which, in the sole opinion of DAVIDsTEA, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, DAVIDsTEA may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the Prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above. No more than the above-stated number of Prizes will be awarded.

Should any error of any kind, whether technological, printing, production, human or otherwise, or any other event result in more Prizes being claimed than the number stated above, the Prize not yet awarded may be awarded in a random drawing from amongst all eligible claimants who have not yet received a Prize. In any such drawing, the selected entrant must correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical time-limited skill-testing question to be administered by telephone, email or mail, and execute any documents as may be required before being declared a winner.

10. GENERAL CONDITIONS

DAVIDsTEA is the sole sponsor of this contest.

Winning a Prize is contingent on fulfilling all the requirements set forth herein. All entries become the property of DAVIDsTEA and will not be returned or acknowledged. Mass entries, automated entries, entries submitted by third parties, and any entries or Prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and Prize claims are subject to verification. By entering this contest, entrants agree to abide by these Official Contest Rules. Decisions of DAVIDsTEA will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial, state and municipal laws. Each of DAVIDsTEA reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Webpages, violates the Official Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND DAVIDsTEA RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of the person who submitted an entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the

authorized account holder. All information provided by the participant must be complete and accurate. DAVIDsTEA will not be held responsible for any or all computer problems or a late/incomplete/erroneously sent Prize claim.

11. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT DAVIDsTEA , THEIR PARENT, RELATED AND AFFILIATED COMPANIES, THEIR ADVERTISING AGENCIES, PROMOTIONAL AGENCIES, FULFILLMENT HOUSES AND PRIZE SUPPLIERS, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) A PRIZE, INCLUDING THE ACCEPTANCE, PARTICIPATION IN, MISUSE OR USE OF THE PRIZE; B) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR C) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY.

Without limiting the foregoing, the Releasees shall not be responsible for: (a) any incomplete or inaccurate information that is caused by DAVIDsTEA Contest page or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from DAVIDsTEA for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.