

**HONEST TEA**  
**“WIN A VIP EXPERIENCE TO A JOHN MAYER CONCERT” ONLINE**  
**SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **ELIGIBILITY:** Open only to legal U.S. residents who are 18 years of age or older. Employees, officers and directors of Honest Tea (“Sponsor”), its subsidiaries, affiliates, participating retailers, advertising and promotion agencies (collectively, “Sponsor and its agents”) and immediate family members (spouses and siblings, children and parents and their spouses, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible to enter or win. Void where prohibited.
2. **TO ENTER:** Honest Tea’s “Win a VIP Experience to a John Mayer Concert” Online Sweepstakes begins June 1, 2008 and ends August 1, 2008. To enter, go to [www.honesttea.com/johnmayer](http://www.honesttea.com/johnmayer) and access the Online Sweepstakes Registration Form. Complete the required information on the Registration Form and submit prior to 11:59 PM Eastern Time on August 1, 2008. **Limit one entry per venue, per e-mail address.**
3. **RANDOM DRAWING/PRIZE:** Five (5) business days prior to each scheduled event, representatives of the Sponsor will conduct a random drawing from among all eligible entries. Each winner will receive two concert tickets, a case of Honest Tea and either free transportation to/from the concert via car service or access to a pre-event activity (“sound check”). The total prize is valued at approximately \$250; elements such as transportation and access to pre-event activities are limited and subject to change at any time. Odds of winning will be determined by the number of eligible entries received. No prize transfer or cash redemption permitted. No prize substitution, in whole or in part, except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in which case a prize of comparable or greater value will be awarded.  
  
Winner will be notified by phone or email at Sponsor’s sole discretion. Return of a prize notification or other documentation as undeliverable will result in disqualification and an alternate winner will be selected. Winner may be required to complete an affidavit of eligibility, a liability release and (where legal) a publicity release, which must be returned within the time period specified in the notification letter or an alternate winner may be selected.
4. **GENERAL:** Taxes on prize and all expenses related to acceptance and use of prize and not specified are the sole responsibility of winner. Winners of prizes valued at \$600 or more will be issued an IRS 1099 Form for the value of the prize. By participating, entrants agree [a] to these rules and decisions of Sponsor and judges, which shall be final in all respects relating to this Sweepstakes; and [b] to release, discharge and hold harmless Sponsor and its agents from any and all injuries, liability, losses and damages of any kind resulting from their participating in the Sweepstakes or their acceptance, use or misuse of a prize including, without limitation, personal injury, death and property damage; and if a winner, [c] to permit Sponsor to use his or her name, photograph, likeness, statements, biographical information, voice, voice likeness and city and state address for advertising, publicity and promotional purposes in all media, including but not limited to on air and online, in perpetuity, without compensation (unless

prohibited by law) and agree to execute specific consent to such use upon request. Sponsor and its agents are not responsible for and shall not be liable for: [a] electronic, hardware or software program, network, Internet, computer or other technical malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the collection, processing and transmission of data; [b] lost, late, misdirected, illegible or incomplete entries or postage-due mail; [c] any type of graphical or other error in the advertising or printing of the Sweepstakes or in the administration of the Sweepstakes; or [d] any condition that may cause the administration, security or proper play of the Sweepstakes to be disrupted or corrupted; and in such event Sponsor reserves the right in its sole discretion to cancel or suspend the Sweepstakes or any portion thereof and to award the prize(s) via a random drawing from among all eligible entries legitimately received prior to cancellation. Entry information becomes property of Sponsor.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Internet entry must be made by the entrant only at the authorized Web site address. Entries may not be made by any other individual or any entity, and/or originate at any other Internet Web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites. Any winner who enters by any of the methods described above will be disqualified and an alternate winner selected. In the event of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered at the time of entry. Potential winner may be required to provide evidence that winner is the authorized account holder of the e-mail address associated with the winning entry. Use of any device to automate entry is prohibited. Judge's decisions are final and binding.

5. DISPUTE RESOLUTION/CHOICE OF LAW: Except where prohibited, by participating each entrant agrees that all issues and questions concerning these official rules shall be governed by Maryland law without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Sweepstakes shall be filed only in the state or federal courts located in Montgomery County in the state of Maryland, United States, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, entrant agrees that: [a] any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action; and [b] any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and [c] under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
6. PRIVACY: Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select prize winners and fulfill prizes, and will be treated in accordance with Sponsor's privacy policy accessible on its website at <http://www.honesttea.com/privacy>. Such information will not be used for any other purposes than as stated in these rules or as separately accepted by you.

7. WINNER LIST: To receive the winner's name, mail a self-addressed, stamped envelope to be received by August 1, 2008, to: Honest Tea "Win a Free VIP Experience for a John Mayer Concert" Online Sweepstakes Winner List, 4827 Bethesda Avenue, Bethesda, MD 20814

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