



PROMOTION TERMS & CONDITIONS

UPDATED: September 2022

These Promotion Terms & Conditions apply to the domains, websites, subfiles and subdomains for the businesses listed below:

1. Heart Centered Brands (“HCBands”) **heartcenteredbrands.com**
2. Quantum Montessori Business d/b/a Bright Abilities, Bright Abilities Early Learning and Nanny Educator Services, and Mind Ease Support Service (collectively “School”) **quantummonti.com nannyguidance.com kcksliteracy.com all subdomains/subfiles.**
3. Highlight Furnishings (“Highlight”) **highlightfurnishings.com**
4. Children’s Playtime Art (“Playtime”) **childrensplaytimeart.com**
5. Empress Legal (Empress) **empresslegal.com**
6. White Butterfly Coaching, Mentoring Consulting (WBCCC) **wbccc.com**

Collectively “Business”

General Terms

1. These General Terms shall apply in conjunction with the Specific Terms of any promotion. You should therefore read these General Terms in combination with the Specific Terms. Where any Specific Terms conflict with these General Terms, the Specific Terms will take precedence.
2. We may change these General Terms at any time. You should check our website regularly for any changes that apply from the date they are uploaded.
3. By entering any promotion you agree that you will be legally bound by both these General Terms and the Specific Terms.

Entry

4. In promotions where purchase of product is necessary, please retain your promotional materials and any receipts as it may be required for verification in the event of a win.
5. Deficient entries: the Business will not be responsible for any entries not received, not recognized, not accepted for any reason or delayed. Proof of sending or entering such details does not constitute receipt.
6. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or



destruction of or unauthorized access to, or alteration of, or non-receipt of, entries. The Business is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Business or an entrant because of technical problems, operator problems, social media site problems, traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any participant's or any other third person's, resulting from any participation or downloading any materials in the promotion.

7. Automated Entry: the use of any automated entry software or any other mechanical or electronic means that permits any person to enter any promotion repeatedly is prohibited. No bulk, consumer group or third-party entries will be accepted. These entries will be disqualified.

8. Names: entrants must enter promotions using their full legal name. We reserve the right to disqualify any entrant who uses multiple names or any false names and to require them to return to the Business any prize they may have won.

9. Multiple Entries: Unless otherwise permitted by the Specific Terms, no person may enter any promotion more than once and persons may not enter or participate as part of a syndicate or on behalf of any other person, syndicate, group, society or company.

10. Retrospective Effect: where an entrant or prizewinner has not complied fully with the generic terms and/or specific promotion terms, or has been found to be in breach of any of the terms and conditions of a promotion and in particular where a person is in breach of the entry restrictions, the Business may nevertheless still enforce our right to disqualify that person and require the return or reimbursement to us of any prize even where a prize has already been awarded and/or actually provided to the entrant or prizewinner in question.

11. No fees shall be payable to any entrant in relation to their entry in any promotion. Obtaining time off work and/or study or related activities to participate in a promotion and/or use a prize. All related costs/time off will be at the sole and absolute responsibility of each entrant or person using the prize.

Prizes

12. The Business reserves in all cases the right to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes and prize winners must accept prizes in the form offered. Where a prize is won by a person younger than 18, we reserve the right to



award the prize to the prizewinner's parent or guardian on behalf of the prizewinner.

13. The color, style, size and model of the prize will be the decision of the Business unless stated otherwise. Any pictures depicting the prizes on any media or promotional material are for depiction purposes only and in certain instances the actual prizes may differ. The promotion does not constitute an endorsement or recommendation of the products or services being offered as prizes.

14. The Business will not be liable for any prizes which are lost, delayed, or damaged in the post for reasons beyond our control.

15. Where prizes are to be delivered to the personal address of a winner, the prize will only be delivered to an address within the US and will only be sent once. Should a prize winner's contact details change, it is their responsibility to notify us.

16. We reserve the right to request proof of a prize winner's identity in the form of a passport or driver's license, proof of residence and proof of address in the form of a utility bill. In the event that a prize winner cannot provide us with the proofs mentioned above which are reasonably acceptable to the Business, we may withdraw the prize and select another prize winner in the same manner as the first.

17. All prizes are subject to availability, cannot be used in conjunction with other promotions unless stated in the Specific terms and conditions, are non-transferable and non-exchangeable. Where prizes consist of entry tickets, attendance at events, holidays and similar time-specific benefits, they must be taken on the dates specified by us. If a prize winner does not take any element of a prize at the time stipulated by us then that element of the prize will be forfeited by the winner and no replacement prize will be granted. No cash will be awarded in lieu of that prize or part of it.

18. Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

19. We reserve the right to disqualify entrants from entering our promotions or prizewinners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behavior.

Events Prizes

20. Where the prize for any promotion involves the winner's attendance at (or tickets to) an event, the prize winner acknowledges that we are not liable or responsible if any part of the event is cancelled, varied or rescheduled for any



reason. If this means that the winner (and/or any accompanying guests) cannot attend the relevant event, we shall be under no obligation to provide any cash or alternative tickets.

21. Winners proposing to redeem prizes involving, or participating in any promotion where it involves, travel or physical challenges should notify us of any medical condition and we may at our absolute discretion require as a condition of entering the promotion or receiving the prize to: (i) submit to a medical examination by a medical practitioner approved by us and obtain medical clearance to participate in the promotion and/or redeem the prize; and/or (ii) execute a legal document to exonerate us from liability in a form prescribed by us in order to participate further in the promotion and/or redeem the prize.

Unclaimed Prizes

22. Where prizes are not claimed within the period specified in the Specific Terms, we reserve the right to award the relevant to alternative prize winners or not to award them at all.

Publicity and Personal Information

23. Any personal data relating to participants will be used solely for the purposes of this promotion by the Business and/or by any agent appointed by it to assist with running the promotion on behalf of the Business and may or may not be disclosed to a third party for any other purpose without the individual's prior consent. By entering this promotion, you consent to the use of your personal data by the Business and/or any agent appointed by it to assist with running the promotion for the purposes of administration of the promotion (including publishing your full name and city and/or disclosing it to third parties on request if you are the winner) and any other purposes to which you have consented. To see our privacy policy visit: <https://quantummonti.com/privacy-policy>

23. Winners may be required to take part in related publicity, including (without limitation) publication of the name and image of a promotion winner along with their winning entry via Business's website, social media and other press and media channels. No additional payment will be given for this.

Social Media

25. Where promotions are run on either or both of Facebook, Instagram and/or LinkedIn, you acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram and/or LinkedIn. You understand that you are providing your information to the Business and not to

Facebook, Instagram and/or LinkedIn, and that Facebook, Instagram and/or LinkedIn have no liability for any element of the promotion.

26. By participating in any promotion involving Facebook, Instagram and/or LinkedIn, to the extent permissible by law, you the entrant hereby release Facebook, Instagram and/or LinkedIn (as applicable) from any and all claims, damages or liabilities arising from or relating to your participation in the promotion.

27. Where a promotion allows for entry via Facebook, Instagram, LinkedIn and/or any other social media platform, entries must be made using a legitimate Facebook, Instagram, LinkedIn, Social Media Platform account (as relevant). Entries from entrants using multiple Facebook, Instagram, LinkedIn or other Social Media accounts are not permitted and all such entries will be disqualified and any prize award forfeited.

28. Where a promotion requires entry via Facebook, Instagram, LinkedIn and/or any other social media platform, all participants must have access to the internet and an active Facebook, Instagram, LinkedIn or other social media account (as applicable). If you do not have such an account you will need to create one in order to participate and you will require an active email address in order to do this. See <https://www.facebook.com/help> or account details of the specific social media platform, for more details.

29. Any entries via Facebook, Instagram, LinkedIn or other social media platform will also be subject to the Social Media platform (as applicable) terms of use which can be found at <https://www.facebook.com/legal/terms> or of the specific social media platform, for more details.

Photographs, videos and intellectual property

30. Where any promotion requires entrants to submit a photograph, sound or video clip of any description (collectively, "Media") as a part of entry into or participation in the promotion, Entrants:

1. a) warrant and represent that their chosen Media: (i) is original to them (ii) is submitted in good faith and (iii) has been legally obtained and created;
2. b) agree that we have the right to publish and communicate to the public the Media in any media including, but not limited to, our website and social media channels, at all times without restriction or limitation throughout the world and not only for the purposes of the promotion.

31. By entering a promotion, in relation to their entry (including but not limited to where the entry is Media) all entrants:

1. a) assign to us all rights (including present and future copyright) in their entry in all media (including, without limitation, the internet) and whether in existence now or created in the future.
2. b) agree not to assert any moral rights in respect of their entry and related publicity materials (wherever and whenever such rights are recognized) against the Business, its assigns, licensees and successors in title.
3. c) Agree the Business is without any obligation, compensation or other liability to you or any other person featured in your entry (and you shall be responsible for ensuring the consent of any persons featured in your entry to these terms and conditions). Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner. However, the Business shall be under no obligation to respond to any communication.
4. d) undertake to us that their entry does not (i) infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, regulations or terms of use; (ii) does not contain references to any other brands or trademarks; AND (iii) does not contain any defamatory, malicious, indecent, threatening or otherwise inappropriate imagery or statements, or represent a danger to health and safety and each entrant agrees to indemnify us for any loss, damage or liability arising should this provision be breached. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same.
5. e) acknowledge that we may edit the entry in our sole discretion.
6. f) agree that we have the right to use entrants' names, likenesses and other personal information in conjunction with the entry.
7. g) agree not to bring against us any actions, suits, claims and demands in respect of defamation or any infringement or violation of any personal and/or property rights of any sort from our use of their entry.
8. h) unconditionally waive their right to seek or obtain an injunction to prevent or restrict our use of their entry.
9. i) confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.

32. For the avoidance of doubt, all rights in the name and title of the promotion and the format rights for the promotion are our sole property and we may exploit the same at our absolute discretion.

33. Any promotion is in no way sponsored, endorsed or administered by, or associated with any third parties unless specified otherwise. All intellectual property remains the property of their respective owners.

Tampering and other matters

34. If for any reason any promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorized intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, we reserve the right to cancel, terminate, modify or suspend the promotion and/or any draw/s or judging related to the promotion and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.

35. Any attempt to deliberately damage any website used in connection with a promotion or the information on it, or to otherwise undermine the legitimate operation of the promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Business reserves the right to seek damages to the fullest extent permitted by law.

Promotion administration and exclusion of liability

36. The Business may vary the terms of, or terminate, a promotion at any time where it has reasonable grounds to do so at its absolute discretion without liability to any contestant or other person. The Business will not award the prize if the promotion is terminated.

37. All of our decisions relating to the promotion and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.

38. Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.

39. Where a promotion involves voting, the accuracy of the pooled results received by us will be deemed to be final and binding and no correspondence will be entered into.

40. A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize



winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

41. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prizewinner in connection with or arising out of any promotion howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence. For the avoidance of doubt, this paragraph shall also apply in respect of any prize provided by a third-party provider.

42. If any provision of these General Terms or any Specific Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

43. These General Terms and the Specific Terms shall be construed in accordance with and governed by the laws of the State of Illinois.

ARBITRATION OPTION

For any claim arising between you and any HCB website (excluding claims for injunctive or other equitable relief), the party requesting relief may elect to resolve the dispute cost-effectively through binding non-appearance-based arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online, and/or be solely based on written submissions, the specific manner will be chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, and (c) if an arbitrator renders an award the party receiving the award may enter any judgment on the award in any court of competent jurisdiction.

GOVERNING LAW AND JUDICIAL RECOURSE

The terms herein will be governed by and construed under the law of the United States of America without giving effect to any principles of conflicts of law. The courts of the United States of America shall have exclusive jurisdiction over any dispute arising from the use of the Website.



FORCE MAJEURE

We will have no liability to you, your users, or any third party for any failure to perform our or its obligations under these Terms if such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

ASSIGNMENT

We shall have the right to assign/transfer this agreement to any third party including our holding, subsidiaries, affiliates, associates, and group companies, without any consent of the User.

FEEDBACK CONTACT

We welcome feedback, comments, and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by emailing us at admin@heartcenteredbrands.com.