

# Terms and Conditions

## Redbubble Promotion Official Rules

1. **Sponsor.** Sponsor of this promotion is Redbubble Inc., 633 Howard Street, San Francisco, CA 94105.
2. **No Purchase Necessary; Entry Instructions.** NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING.

All requested entry information must be provided. Participants are permitted to submit multiple entries. Multiple participants are not permitted to share the same Instagram handle or email address. If applicable, any attempt by any participant to obtain more than the stated number of entries by using multiple/different email or addresses, social media accounts, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entrant, the authorized account holder of the Instagram handle or email address associated with the entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the account by Instagram or 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. Each potential winner may be required to show proof of being the authorized account holder.

All entries must meet the following criteria:

- Entries must be original, exclusively created and owned by entrant, and the entrant must have all rights necessary to post the content and submit the entry.
- Entries must be submitted by uploading through Instagram, and all submissions must be tagged with #digistickie and @redbubble. All entries must also be uploaded to redbubble.com as a physical sticker product and tagged with the word "digistickie".
- Entries may not contain images of any individuals who are under 18 years of age or who have not provided their authorization. By submitting an image of any individual under the age of majority in their jurisdiction of residence, you represent that you have received

permission from such minor's parent or legal guardian to include such minor's image.

- Entries may not contain material that is obscene, defamatory, libelous, threatening, pornographic, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law. Entries must be appropriate for viewing by the general public. Appropriateness will be determined by Sponsor.

Sponsor reserves the right to reject any entry for any reason.

3. **Promotion Period.** This promotion begins at 12 a.m. PT on January 9, 2017 and ends at 11:59 p.m. PT on Friday, February 3, 2017 (the "Promotion Period"). This promotion consists of weekly challenges on the timetable set forth below (each a "Challenge Period"). Sponsor's computer is the official time-keeping device for the promotion. All entries for a specific challenge must be received during the applicable Challenge Period. This is a contest of skill. Odds of winning the promotion depend on the number and quality of eligible entries received during the applicable Challenge Period.

- Week 1: begins on 12 a.m. PT on January 9, 2017 and ends at 11:59 p.m. PT on January 12, 2017
- Week 2: begins on 12 a.m. PT on January 16, 2017 and ends at 11:59 p.m. PT on January 19, 2017
- Week 3: begins on 12 a.m. PT on January 23, 2017 and ends at 11:59 p.m. PT on January 26, 2017
- Week 4: begins on 12 a.m. PT on January 30, 2017 and ends at 11:59 p.m. PT on February 2, 2017

4. **Eligibility.** In order to be eligible, participants must be at least the age of majority in their jurisdiction of residence. Employees of Sponsor and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible.

5. **Prize.** Each winner will receive USD 25.00 (and for the avoidance of doubt, will not receive more than this amount for multiple winning entries submitted by such winner), and each winner's winning entry(ies) have the possibility of being included in one or more digital sticker packs, which are or will be available on the Apple App Store in the Sponsor's account under the terms and conditions described below (the "Digital Sticker Packs"). No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable

or greater value. Winner is responsible for all taxes and fees associated with the receipt and/or use of the prize.

6. **Winner(s).** There will be one or more winner(s) selected. Winner(s) of the promotion will be determined based on the following:
- Winner(s) will be chosen by Sponsor in its sole discretion on or around the dates specified below. Because this is a contest of skill, winning the promotion is dependent on the quality and number of submissions received.
    - Week 1: January 16, 2017
    - Week 2: January 23, 2017
    - Week 3: January 30, 2017
    - Week 4: February 6, 2017
  - As a precondition to winning and prior to claiming any prize, (i) winner(s) are required to submit a high-resolution image of the winning content to Sponsor and upload the content to his or her account on the Sponsor's website (including optimizing such content for the physical sticker product type and tagging with the word "digistickie"), and (ii) authorizes and consents to the inclusion of the winning content in one or more Digital Sticker Packs. Winner(s) agree to make the winning content available indefinitely (i) in one or more Digital Sticker Packs and (ii) for sale on Sponsor's website. Entrants acknowledge that the Digital Sticker Packs are offered for free on the Apple App Store, and entrants will receive no monetary compensation in connection therewith.
  - Sponsor reserves the right to disqualify entries for any reason, including any entries that it believes may be risky or illegal. Sponsor's decisions are final in all matters related to the promotion.
7. **Conditions of Participation.** By submitting an entry for this promotion, you agree to abide by these rules and any decision Sponsor makes regarding this promotion, which Sponsor shall make in its sole discretion. Sponsor reserves the right to disqualify and prosecute to the fullest extent permitted by law any participant or winner who, in Sponsor's reasonable suspicion, tampers with Sponsor site, the entry process, intentionally submits more than a single entry, violates these rules, or acts in an unsportsmanlike or disruptive manner. If anything of value is provided to an individual for participation in this promotion (e.g., discount code), its provision shall be subject to the preconditions and/or requirements stated by Sponsor and any other applicable terms and conditions stated herein, including but not limited to, the right of Sponsor to substitute the discount code, for example, with something else of comparable or greater value.

8. **Intellectual Property.** Ownership of the pre-existing underlying intellectual property of the entrant remains the property of the entrant subject to Sponsor's rights to reprint, display, reproduce, perform, use, and exhibit the entry and materials and information submitted, for the purpose of administering and promoting the promotion and for business, marketing and advertising purposes for the benefit of Sponsor. By participating in the promotion, each entrant hereby grants to Sponsor and its affiliates a non-exclusive, worldwide, fully paid, royalty-free, perpetual, irrevocable, sublicensable and transferable license to reprint, display, reproduce, perform, use, and exhibit (including the right to make derivative works of) the winning entry, including any materials and information submitted in connection therewith, solely in connection with Sponsor's businesses. Each participating entrant hereby warrants that any entry and other materials and information provided by entrant are original with entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and do not violate any rules or regulations. If the entry or information or materials provided by entrant contain any material or elements that are not owned by entrant and/or which are subject to the rights of third parties, entrant represents he or she has obtained, prior to submission of the entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the entry and information and materials by Sponsor in the manner set forth in the Official Rules without additional compensation.

Each entrant warrants that the entry and materials and information provided do not contain information considered by entrant, its employees or personnel, or any other third party to be confidential. Entrant agrees that Sponsor has the right to verify the ownership and originality of all entries and that, upon Sponsor's request, entrant must submit a written copy of any release or permission entrant has received from a third party granting entrant the right to use such property. Entrant understands and acknowledges that in the event a submission is selected as a winning entry, and entrant's ownership, rights and the originality of the entry cannot be verified to the satisfaction of Sponsor or is in any other way ineligible, Sponsor may select an alternate winner based on the same judging criteria.

9. **Modification.** Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the promotion, including if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of Sponsor. In the event of such cancellation, Sponsor reserves the right to award the prize(s) in a random drawing from all eligible entries received before the time of cancellation.

**10. Disclaimer, Release and Limit of Liability.** SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, INSTAGRAM, APPLE, AND THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (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 THE PROMOTION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the promotion, provided that if it is not possible to award another entry due to discontinuance of the promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**11. Privacy and Use of Personal Information.** Sponsor collects personal information from you when you enter this promotion. Sponsor reserves the right to use any information collected in accordance with its privacy policy, which may be found at <http://www.redbubble.com/privacy>.

**12. GOVERNING LAW AND DISPUTES: THESE OFFICIAL RULES AND THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN**

ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES SHALL BE IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

13. **Winners List.** Individuals may request the name of winner(s) by submitting a self-addressed stamped envelope to Redbubble Inc., Promotion Winner's List Request, 633 Howard Street, San Francisco, CA 94105. Vermont residents may omit postage.
14. **No Affiliation.** This promotion is not sponsored by or in any way affiliated with Apple, Instagram or any other online marketplace or social media platform.