

Terms and Conditions

Redbubble Promotion Official Rules

- **Sponsor.** Sponsor of this promotion is Redbubble Inc., 111 Sutter Street, 17th Floor, San Francisco, CA 94104.
- **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 social media account and/or email address, as applicable. If the number of entries is limited, 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 social media or email account associated with the entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the account by the applicable 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, submit the entry and perform the rights and obligations contemplated herein.
- Entries must be submitted by posting to social media original artwork related to the themes of empowerment and feminism and tagged with the promotional hashtag #EmpowerCreativity and @Redbubble. Entries must also tag the Instagram handle of the influencer who posted the video that inspired the Entry.

- 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, you represent that you have received written permission from such person, or if a minor, from the minor's parent or legal guardian.
- 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 or Sponsor's applicable policies or the policies or terms of use of any third parties. Entries must be appropriate for viewing by the general public. Appropriateness will be determined by Sponsor in its sole discretion.

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

- **Promotion Period.** This promotion begins at 5:00 a.m. PT on February 15, 2019 and ends at 4:59 p.m. PT on February 28, 2019 (the "Promotion Period"). Time and eligibility of entry will be determined by Sponsor in its sole discretion. All entries for a specific challenge must be received during the Promotion Period. Sponsor's computer is the official time-keeping device for the promotion.
- **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.
- **Winner(s).** There will be one or more winners selected, which will be determined by one or more third party influencers and Sponsor, who will make the final determination of the winner(s) in Sponsor's sole discretion. Because this is a contest of skill, winning the promotion is dependent on the quality and number of eligible entries. Winner(s) of the promotion will be determined based on the following:
 - No more than seventy five (75) valid entries received during the Promotion Period will be chosen as the winning entries. The number of

winning entries shall be determined by Sponsor in its sole discretion.

- Each entrant is required to upload a high-resolution image of the content in his or her social media posting to his or her account on Sponsor's website (including optimizing such content for all product types) and tagging such artwork with the promotional hashtag #EmpowerCreativity and @Redbubble. Artwork must also be tagged with the Instagram handle of the influencer who posted the video that inspired the Entry.
- The winning entries will be announced on or around February 28, 2019 . The entrants who submitted the winning entries must then respond to Sponsor within two (2) days, unless Sponsor indicates differently in writing. Should a winner fail to respond to Sponsor, Sponsor reserves the right to disqualify that entrant and select a new winning entry of another entrant.
- Sponsor reserves the right to disqualify entries for any or no reason in its sole discretion. Sponsor's decisions are final in all matters related to the promotion.
- **Prize.** Each entrant who submitted a winning entry will receive a cash prize of One Hundred U.S. Dollars (USD \$100.00), which will be delivered via PayPal or similar method. 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.
- **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 the allowed number of entries, 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., prize, 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 that thing of value with something of

comparable or greater value.

- **Intellectual Property.** Ownership of the pre-existing underlying intellectual property of the entrant remains the property of the entrant subject to the following grant of rights in the entrant's entry and any associated content. By participating in this promotion, each entrant hereby grants to Sponsor and its affiliates a worldwide, fully-paid, royalty-free, perpetual, irrevocable, transferrable, sublicensable, non-exclusive right and license, but not the obligation, use, store, copy, reproduce, publish, publicly display, perform, exhibit, transmit, distribute, advertise, promote and prepare derivative works of entrant's entry and any content used by entrant in association therewith through any media channel or form solely in connection with Sponsor's business. Each participating entrant hereby warrants that any entry and other materials and information provided by entrant are original by 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 of Sponsor or any third party. 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 the use and exploitation of the entry and any associated information and materials by Sponsor and any other activities contemplated by and in accordance with the terms and conditions herein (without further consideration from Sponsor). .

To the extent legally permitted, participation in the promotion constitutes participant's consent (i) for Redbubble to regularly update the participant via email regarding Redbubble's business and (ii) to Sponsor's use of participant's name, likeness, voice, opinions, posts, social media posts, biographical information, and place of residence and other personally identifiable information solely in connection with Sponsor's business in any media channel or form without further consideration from Sponsor. Winner may be required to sign an affidavit of eligibility, liability release and a publicity release that, among other things, will further allow Sponsor to use the foregoing content and information of entrant for publicity and promotional purposes without further consideration to the extent permitted by law.

Each entrant warrants that the entry and materials and information provided do not contain information considered by entrant 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 an entry is selected as one of multiple finalist but non-winning entries or 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 entry in its sole discretion.

- **Modification.** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion, including but not limited to if the Promotion 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 any prize(s) to any party in its sole discretion, including but not limited to, in a random drawing from all eligible entries received before the time of cancellation.
- **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, AND ANY SOCIAL MEDIA PLATFORMS MENTIONED HEREIN, 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.

- **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 applicable law and Sponsor's privacy policy, which may be found at <http://www.redbubble.com/privacy>.
- **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, UNITED STATES OF AMERICA, 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.

- **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, 111 Sutter Street, 17th Floor, San Francisco, CA 94104, United States of America. Residents of the State of Vermont, United States of America may omit postage.
- **No Affiliation.** This promotion is not sponsored by or in any way affiliated with any social media platforms mentioned herein.