

## BACKPACK PENCIL CASE CONTEST

### OFFICIAL RULES

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **THIS IS A SKILL-BASED CONTEST.**
- **VOID WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **CONTEST ENTITIES OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**
- **ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED.**
- **NOTE TO ALL MINOR ENTRANTS: YOU MUST SUBMIT YOUR ENTRY WITH YOUR PARENT'S PERMISSION IN ORDER TO ENTER. THE WINNER'S PARENT/LEGAL GUARDIAN WILL BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND EXECUTE THE PRIZE ACCEPTANCE DOCUMENTS OR THE PRIZE MAY BE FORFEITED.**

**ELIGIBILITY:** The Design your own Backpack Pencil Case Contest (the "Contest") is open only to individuals (not groups) who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia, at the time of entry. Employees, officers and directors of Yoobi, LLC, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers (collectively, the "Contest Entities"), and each of such employees', officers' and directors' immediate family members and/or those living in the same household (whether legally related or not) are not eligible to enter the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By entering or participating in the Contest, entrants agree to be bound by these "Official Rules" and the decisions of the Judges (defined below) and/or Sponsor, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules. Each minor entrant's parent or legal guardian agrees to be bound by these Official Rules both individually and on behalf of the entrant.

**HOW TO ENTER:** To enter the Contest, go to <http://yoobi.com/blogs/news/design-your-own-backpack-pencil-case> ("Contest Website") and print out the entry form ("Submission"), fill out the form and submit it by taking a photo of the entry form to post on instagram or facebook tagging Yoobi using the hashtag "#myyoobipencilcase" and agree to these Official Rules, and click submit. For purposes of this Contest, a Submission is artwork that follows the technical, creative, and legal requirements disclosed on the Contest Website and elsewhere in these Official Rules, including, without limitation, the Content Guidelines (defined below).

You may enter any number of forms. The winner may be required to return their actual submission form by sending a high quality image to [social@yoobi.com](mailto:social@yoobi.com) if they are selected as a winner. All entrants must not throw their submission away after entering.

**DATES:** The Contest will commence on or about August 21, 2016 at 10:00 AM PST and end on October 2, 2016 at 11:59 PM PST ("Entry Period").

**SUBMISSION CONTENT GUIDELINES:** Submissions that do not meet the following "Content Guidelines" are subject to disqualification and/or removal from the Contest Website (if applicable), each at Sponsor's sole and absolute discretion, so read and follow these Content Guidelines:

- Submissions must comply with these Official Rules and any Terms of Use posted on the Contest Worksheet and meet all specifications or requirements called for on the Contest Worksheet and other advertising for the Contest.
- Except for materials that are in the public domain or Yoobi Content/illustrations (defined below), each Submission, in its entirety, must be a single work of original material created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and suitable for presentation in a public forum.
- Submissions must not have been submitted previously in any contest of any kind or exhibited or displayed publicly (*i.e.*, disclosed beyond your immediate circle of friends and family) through any means previously.
- Except for materials in the public domain, Yoobi Submissions must include only materials created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others' rights and any use of materials that infringe third party rights is grounds for disqualification from the Contest and may subject you to liability. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your Submission and grant the rights herein granted to Sponsor. Entries that contain brand names, trademarks or company logos are subject to disqualification.
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the Contest Website such as viruses, Trojan horses or other technologies that could adversely impact the Contest, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).
- Submissions should not reveal any personal information about another individual, including another person's address, phone number, email address, credit card number or any information that may be used to track, contact or impersonate that individual.
- No background artwork should appear in the Submissions unless it is from Yoobi or an original work of the entrant where entrant is the sole owner of all copyright interests therein.
- Entrants must not submit a Submission that if selected cannot be assigned to Sponsor as contemplated below.

#### INTELLECTUAL PROPERTY:

Entrant, upon submission of his or her Submission to the Contest, irrevocably grant to the Contest Entities, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Submissions, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, throughout the universe and in any and all languages, without having to give any compensation or attribution to entrants or any third party, except for the awarding of the prize to the Winner in this

Contest. Entrants agree that during the Entry Period, they shall not make, and shall not permit, any other public use, display or distribution of the Submissions, and they shall maintain all rights without encumbrances so that, if Sponsor desires, entrants can assign all rights in and to Submissions if selected as a Winner. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Submissions, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor will have the right to use the Submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized in connection with Submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a Winner, Sponsor may request that the entrant's Submission, and any rights therein, be assigned to Sponsor and entrants may be required to confirm such assignment by completing and submitting the Affidavit (defined below) or such entrant will otherwise be disqualified from receiving his/her prize(s).

Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to request from entrant at any time proof that entrant maintains all necessary rights in their Submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

Limited License from Yoobi to Use Yoobi's Name and Logo: As entrants may include Yoobi's name, trademarks and logos in entrant's Submission ("Yoobi Content"), Yoobi grants each entrant a non-exclusive, revocable, limited license to use the Yoobi Content solely in connection with the development and submission of their Submission to the Contest. Any other use of Yoobi Content is prohibited and may be grounds for disqualification and/or legal action for infringement. After entry of a Submission to the Contest, entrants acknowledge that they will not post, use or otherwise distribute his/her Submission or other Yoobi Content in any manner (including for portfolio/resume purposes) unless the entrant obtains Yoobi's prior written permission to do so. All use of Yoobi's name and intellectual property, including any Yoobi Content, by entrant in connection with the Contest will inure solely to the benefit of Yoobi. All derivative works based or using Yoobi's intellectual property will be the sole and exclusive property of Yoobi. Entrants acknowledge that as between Yoobi and entrant, Yoobi is the owner of all right, title and interest in and to all copyrights, trademarks, trade-dress and other rights associated with its name, intellectual property, its services, products and product designs; and the goodwill pertaining to all of the foregoing. Entrants agree that they will not acquire and will not claim any title to any of the foregoing and will make no use of the same following the conclusion of the Contest.

**WINNER SELECTION:** After the conclusion of the Entry Period, each Submission will be reviewed by a team of judges (the "Judges") assembled by Sponsor, who will review and judge all eligible Submissions based on the following judging criteria (collectively, the "Judging Criteria") (equally weighted): (i) story structure, (ii) character development of Yoobi the Toucan, (iii) plot, (iv) creativity, (v) grammar and (vi) effective use of the philanthropic message. Based on the total score the Judges assign to each Submission using the Judging Criteria, one winning Submission will be ultimately selected by the Judges and each individual who submitted a selected Submission will be potential "Winner", subject to confirmation that the potential Winner have met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the Winner.

**PRIZE:** One (2) Prize Winners will receive the following prize: their very own customized Yoobi Backpack Pencil Case (approximate retail value \$20) 1 winner from entering on Facebook/Instagram and 1 winner who has submitted to Yoobi's retail store. One (1) runner up will be selected from all valid entries

that will receive a Yoobi prize pack that includes the following items for Back to School: Aqua Fuzzy Pencil Case, a Green Mini Supply Kit, Assorted No. 2 Pencils, Pretzel Erasers, 12 pack of Gel Pens, and a Yoobi Keychain (Valued at \$26.94)

The confirmed winner will be announced on or around October 3, 2016. No substitution of prizes is permitted. Terms and conditions may apply.

**PRIZE NOTIFICATION:** Winner will be notified on Facebook or Instagram on or around October 3, 2016. Winners of the retail entry method will be notified via email on or around August 29, 2016. If after a reasonable number of attempts (as determined by the Sponsor in its sole discretion) contact is not made with potential Winner, the prize will be forfeited and an alternate winner selected. Winner may be required to execute and return an Affidavit of Eligibility and Release of Publicity (if permitted by law) and Liability ("Affidavit") within seven (7) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, the prize(s) will be forfeited and, at Sponsor's discretion, an alternate winner selected. Parents or legal guardians of a winner under the age of majority in his/her state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Affidavit in order for the Winner to be qualified to receive his/her prize(s). Non-compliance shall result in disqualification and award of the prize(s) to an alternate winner. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or declines a prize for any reason prior to award, such potential Winner may be disqualified and an alternate potential winner may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winner.

**LIMIT ON PRIZES:** Two (2) prizes will be awarded in this Contest. All prizes are provided "as is" without warranty of any kind. Prize(s) are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a Winner with his/her prize(s), the Sponsor may elect, to provide Winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes as required by law. The Winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize(s) received. Unclaimed prize(s) will be forfeited. Prize(s) will only be mailed to each verified winner's physical mailing address (no P.O. Boxes) in one (1) of the fifty (50) United States or the District of Columbia, except in Sponsor's sole and absolute discretion.

**GENERAL CONDITIONS:** By participating, you accept and agree to abide by the Official Rules and all decisions of the Sponsor and administrator, which are final and legally binding in all respects. No substitution or transfer to a third party of all or any part of prizes permitted. No purchase necessary. Purchase does not improve chance of winning. Internet access and valid email account are necessary to participate. Void where prohibited by law. If, for any reason, a prize cannot be awarded or the Winner is not capable of redeeming a prize, the administrator is not obligated to award it and reserves the right, in its sole discretion, whether or not to substitute the prize with a prize of comparable or greater value. Winner is solely responsible for all federal, state and local taxes, if any, on prizes and any expenses not specifically awarded in the Official Rules. Non-compliance with these Official Rules may result in disqualification. You are not a winner unless and until: (A) your entry is received, (B) you have fully complied with the Official Rules and (C) all verification and award processes have been completed. Subject to applicable law, acceptance of prize constitutes permission for Contest Entities, and its

designees, to use Winner's name, voice, biographical material and/or likeness for purposes of advertising and promotion in any forms of media and in any medium, and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prize(s) to the Winner. All information provided is subject to Yoobi's Privacy Policy.

**RELEASE OF LIABILITY:** By entering, you hereby agree that in no event will the Contest Entities be responsible or liable for, and you release, defend and indemnify them from, any and all claims, actions, damages, losses, costs, expense or liability of any kind arising or resulting from anything relating to: the Contest, administration or execution of the Contest (or your participation in it); cancellation, modification or rescheduling of any aspect of the Contest; use of any website(s) related to the Contest or materials on the Contest Website; acceptance, possession, use, misuse, or nonuse of the prize or participating in or traveling to any Contest-related activity. "Releasees" means Sponsor, Yoobi, LLC, administrator, all Contest Entities, Contest providers, all employees, officers, shareholders, directors and agents.

**LIMITATIONS:** Neither Sponsor nor any other Releasee is responsible for lost, late, damaged, incomplete, illegible, stolen, misdirected, or postage due mail, shipping or email; any website, computer, telephone, satellite, cable, network, Internet, or other equipment, electronics, software, service, transmission, connection, processing or other errors, failures, congestion, accessibility or availability issues;-unauthorized access, tampering, hacking, theft or destruction; or other technical or human error in the receipt, processing or administration or execution of entries.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**TAMPERING/VIOLATIONS/DISRUPTION:** Sponsor may, in its sole determination, disqualify any person it believes may be tampering with the entry or other operation of the Contest or acting in violation of the Official Rules, in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Any attempt to deliberately undermine the legitimate operation of the Contest is a violation of criminal and civil laws.

**CANCELLATION/MODIFICATION:** Sponsor may, in its sole discretion, cancel, terminate, modify or suspend the Contest or Official Rules, if the Contest is not capable of running as the administrator planned for any reason (including, but not limited to, tampering, unauthorized intervention, computer virus, fraud, technical or human error or any other causes which the administrator, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or intended conduct of this Contest or amendment and/or adoption of new or existing laws and/or regulations regarding the administration, operation or any other aspect of the Contest in any jurisdiction).

**EMAIL ACCOUNT HOLDER:** If the holder of an email account is disputed, the entry will be deemed made by the natural person who is assigned to the e-mail address by the internet access provider, online

service provider or other organization (e.g., business, school, etc.) that assigns e-mail addresses for the domain associated with the e-mail address.

**DISPUTES:** The Contest is governed by the laws of the State of California (without regard to conflict of laws rules). The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Chittenden County, Vermont and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chittenden County, Vermont. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Chittenden County, Vermont. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation of this Contest (or any website connected therewith), exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Contest (or any website or any content or other materials used or displayed on the website used in connection with the Contest).

**CONTEST SPONSOR AND ADMINISTRATOR:** Yoobi, LLC, d/b/a 215 California Street, El Segundo CA 90245. Administrator is responsible for the collection, submission and processing of entries and the overall administration and execution of the Contest. Any questions can be directed to [social@yoobi.com](mailto:social@yoobi.com)

**MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Contest Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.