

## Yoobi Get Crafty Photo Contest

### OFFICIAL RULES

- **A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **THIS IS A SKILL-BASED CONTEST.**
- **VOID WHERE PROHIBITED BY LAW.**
- **PRIZE ACCEPTANCE DOCUMENTS MAY BE REQUIRED.**
- **SPONSOR OBTAINS A NON-EXCLUSIVE LICENSE TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**
- **ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED. INSTAGRAM ACCOUNT REQUIRED FOR ENTRY.**
- **“PRIVATE” INSTAGRAM ACCOUNTS MAY NOT BE ABLE TO SEND ENTRIES.**
- **INDIVIDUALS MUST FOLLOW @YOوبي ON INSTAGRAM FOR PURPOSES OF RECEIVING MESSAGES ABOUT THIS CONTEST.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, LLC (“INSTAGRAM”).**
- **NOTE TO ALL MINOR ENTRANTS: YOU MUST ASK YOUR PARENT OR LEGAL GUARDIAN FOR PERMISSION AND HELP TO ENTER. EACH WINNER’S PARENT/LEGAL GUARDIAN WILL BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND REQUIRED TO EXECUTE THE PRIZE ACCEPTANCE DOCUMENTS OR THE PRIZE MAY BE FORFEITED.**

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, ENTRANTS (AND AN ENTRANT’S PARENT OR LEGAL GUARDIAN ON HIS/HER BEHALF IN THE CASE OF A MINOR ENTRANT) AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. Eligibility.** The Yoobi Get Crafty Photo 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 (excluding Arizona, Iowa, Louisiana, Maryland, Montana and Tennessee), who are at least thirteen (13) years of age at the time of entry. Employees, officers and directors of Yoobi, LLC (“**Sponsor**”, “**us**” or “**we**”), and each of their respective parent companies, affiliates, subsidiaries, and advertising and promotion agencies (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. Further, each entrant must be a member of good standing of Instagram in order to participate in the Contest. Void where prohibited by law and in Arizona, Iowa, Louisiana, Maryland, Montana and Tennessee. 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.

**2. Entry Period.** The Contest begins on or about 11:00 a.m. Pacific Time (“**PT**”) on Friday, December 1st, 2017 and all entries must be received by the Sponsor on or before 11:59 p.m. PT on Tuesday, December 12, 2017 (the “**Entry Period**”).

**3. How to Enter.** There is one (1) method of entry for this Contest, as follows:

- (i) **Instagram Entry.** To participate and enter this Contest via Instagram, individuals will need a mobile device (*e.g.*, mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform.

Additionally, individuals will need to download the Instagram application from their mobile device's app store and sign-up for an Instagram account ("**Instagram Account**") if you do not already have an Instagram Account. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account however, individuals will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram's terms of service and privacy notice, you cannot create an Instagram Account or participate in this Contest via Instagram. After and individual who wishes to enter the Contest has an Instagram Account, log-in to your Instagram Account, and become a follower of the Yoobi Instagram account. To enter via Instagram, during the Entry Period, follow the call-to-action provided in any advertising for the Contest on how to receive an entry. The call-to-action for this Contest will require entrants to Upload a photo of a decorative 'Yoobi Gives' holiday themed image with the unique hashtag "#12DaysofYoobi" and tag "@Yoobi" within the post. Individuals must include the hashtag "#12DaysofYoobi" within their post in order to disclose that he or she is receiving an entry into the Contest as consideration for posting the video promoting Yoobi products. Failure to include the hashtag "#12DaysofYoobi" or otherwise including a disclosure that the entrant is entering a contest within their Instagram post may result in entrant being disqualified from the Contest in Sponsor's sole discretion. The individual that posts the photograph from their personal Instagram Account will be considered the entrant for purposes of this Contest. Sponsor, at its sole discretion, may accept a technically incorrect unique term. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. NOTE: Sponsor may not receive entries from Instagram users with "private" account settings (i.e., user has set their Instagram Account so that only people the user has approved can view their photos) due to the way Instagram operates its service. Messages not received by Sponsor will not be entered into the Contest. By including the hashtag "#12DaysofYoobi" in their Instagram post, entrants are confirming their acceptance and agreement to these Official Rules. The entrant's photograph must comply with the requirements set forth in these Official Rules, including, without limitation, the Content Guidelines set forth below.

Limit of one (1) entry per person for the entire Contest. A video submission may, in Sponsor's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the advertising for this Contest and elsewhere in these Official Rules. All eligible submissions to the Contest received by Sponsor will be an entry in the Contest. Sponsor's designated clock will be the official timekeeper for the Contest. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All entries become the physical property of Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of the entrant.

In the event of a dispute as to the identity of any entrant who submits an entry, the entry will be deemed submitted by the holder of the email or other account (e.g., Instagram) from which it was sent but only if such person is otherwise eligible. The "account holder" is the person assigned an email address or username by the entity responsible for assigning it (e.g., Yahoo). Winner (defined below) may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

**MOBILE DISCLOSURE:** If you opt to receive Sponsor's messages, including any prize notification or other Contest-related messages, via text message to your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter), standard text messaging rates will apply for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Participation in this Contest by mobile phone and text message means that you understand that you may receive additional text messages from Sponsor relating to this Contest, including to notify you if you are a potential winner in this Contest, which will be subject to the charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas. Check your phone's capabilities for specific instructions.

**4. Submission Content Guidelines.** Submissions that do not meet the following "**Content Guidelines**" are subject to disqualification, at Sponsor's sole and absolute discretion, so read and follow these Content Guidelines:

- Submissions must comply with the Official Rules and the terms of service, privacy notice and/or other applicable rules set forth on Instagram and meet all specifications or requirements called for in the advertising for the Contest.
- During the Entry Period, you must maintain all rights, without third party obligations, to transfer your submission to us if you are selected as the Winner.
- Except for materials that are in the public domain, 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, 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, or trademarks belonging to any third parties (other than Yoobi) 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 Instagram 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.
- Entrant must have (written) permission from any individuals that appear in their submission (*e.g.*, family members, friends or others).
- No background artwork should appear in the submissions unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in submissions must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein.
- Submissions must not compare Sponsor's products or services to those of any of Prize Provider's competitors (or any other company's products or services).
- Submissions must not make any deceptive, misleading or false statements about Sponsor's products or services or make any statement or claim that would require Sponsor to substantiate that statement or claim.
- **Be Transparent.** Clearly and conspicuously disclose your true identity and that you have received an entry into a contest if you share your submission with others. Do not use pseudonyms or pretend to be someone else.

- **Be Honest.** Any statements made by you in your submission must accurately reflect your honest, current opinions and, based on your personal experience.
- Entrants must not submit a submission that if selected cannot be assigned to Sponsor as contemplated below.

**5. Intellectual Property.** Entrants, upon submission of their photograph to the Contest, hereby irrevocably grant to Sponsor, 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 (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it 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 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 foregoing, 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 the 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 Prize Acceptance Documents (defined below) (and any other documents reasonably required by Sponsor) or such entrant will otherwise be disqualified from receiving their prize. Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of submissions and are not obligated to use any submission. Entrants agree not to issue any publicity concerning Sponsor. Entrants agree that Sponsor, nor its agents, shall be responsible for return or preservation of the submissions submitted. All submissions that are posted by Sponsor are available to be viewed by anyone with access to the Internet.

Each entrant acknowledges that submissions are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each entrant acknowledges that Sponsor and other entrants may have created ideas and concepts contained in their submissions that may have familiarities or similarities to his/her own submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their submissions and there is no obligation for any Contest Entity to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Submissions are not confidential and the Contest Entities' only obligations to entrants regarding submissions are as specifically set forth in these Official Rules. The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Each 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.

**6. Representations, Warranties and Indemnity.** By entering the Contest, each entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrants further represent and warrant that their submission and all materials and matter therein: (a) (except for elements that are within the public domain or are provided by Sponsor for inclusion in submissions) are wholly original with such entrant and are not a copy or imitation of any other material or entrant has all necessary rights to grant the Sponsor the rights granted hereunder and exercise such without obligation or liability to any third party; (b) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (c) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each entrant further represents and warrants

that he or she has the right to agree to and fully perform consistent with these Official Rules and that he or she has complied and has obtained all permissions, licenses and consents that are necessary for the submission of the submission and the use of the submission and to verify compliance with the foregoing requirements. Each entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents. Sponsor reserves the right, in its sole discretion, to disqualify any submission that Sponsor determines does not comply with these Official Rules, to make such changes to any submission as are necessary to make it compliant, or to require the entrant to do so. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise encumbered his/her submission, or any images, text and materials depicted therein, to any other third party. Further, each entrant represents and warrants that Sponsor's use of any submission, including any images, text and materials depicted therein, shall not violate an agreement to which such entrant has signed. Entrants agree to indemnify and hold the Released Parties (defined below) harmless from and against any third party claim, to the extent arising out of or relating to any breach of any representation, warranty or covenant made by such entrant in connection with his or her acceptance of these Official Rules or Contest activities.

**7. Determining the Winner.** There will be one (1) potential winner selected in the Contest on or about December 15, 2017. After the conclusion of the Entry Period, each submission will be reviewed by Yoobi's marketing team (the "**Judges**"), who will review and judge all eligible submissions based on the following judging criteria (collectively, the "**Judging Criteria**"):

- Originality: 25%;
- Creativity: 25%; and
- Design Skill: 50%.

Based on the total score the Judges assign to each submission using the Judging Criteria, one (1) winning submission will be ultimately selected by the Judges for and the individual who submitted the selected submission will be the potential "**Winner**", subject to confirmation that the potential Winner has 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.

**8. Winner Notification.** On or about December 15, 2017, the potential Winner will be notified by Sponsor either through a direct message on Instagram (if such functionality is available) or through a comment on the potentially winning post and Sponsor will provide an email address (or other contact information) where the potential winner can send or otherwise deliver their prize claim. Notification is deemed to have occurred immediately upon notification or the posting of a comment on the potentially winning post via Instagram. The Sponsor is not responsible for failure of a potential Winner to contact Sponsor after being notified that they are a potential Winner. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Contest, and of selection of the Winner. Decisions of the Sponsor as to the selection of the Winner will be final. The Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information.

The potential Winner may be required to execute and return an affidavit of eligibility, a liability release, a publicity release and services and performances agreements (collectively, "**Prize Acceptance Documents**") 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 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 their 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 Prize Acceptance Documents in order for the Winner to be qualified to receive their prize. Non-compliance shall result in disqualification and award of the prize 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.

**9. Prize and Value.** The confirmed Winner will receive the following prizes: Yoobi Stampable Brush Paint Set (ARV of \$19.99), Yoobi Craft Chest (ARV of \$12.99), and Yoobi DIY Melty Bead (ARV of \$11.99). Prizes 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 Sponsor's rules and restrictions, and in the event that Sponsor is unable to provide a Winner with their prize, 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. In the event a Winner engages in behavior that (as determined by Sponsor in its sole and absolute

discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize, including ending a trip (if applicable) or other applicable experience early. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the prizes 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 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 prizes received. Unclaimed prizes will be forfeited. The total ARV of all of the prizes awarded in this Contest is Forty-Five U.S. Dollars (\$45.00). Prizes 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.

**10. General Conditions.** Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Instagram users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of Instagram. Persons who tamper with or abuse any aspect of the Contest or Instagram or who are in violation of these Official Rules, as solely determined by Sponsor, may be disqualified and all associated entries voided, all in Sponsor's sole judgment. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Sponsor reserves the right, in its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Winner from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages. **CAUTION: ANY ATTEMPT TO DAMAGE INSTAGRAM OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR MAY DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**11. Release.** By participating in the Contest, entrants agree to release, discharge and hold harmless the Contest Entities, Instagram, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Contest and/or related to any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing entrants agree that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prize(s), including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prize(s) provided in connection with the Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever

beyond the control of the Released Parties. Each entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. Sponsor is not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. If entrant is an eligible minor, his/her parent or legal guardian must agree to these Official Rules, including, without limitation, this Section.

**12. Publicity Release.** Subject to applicable law, Winner irrevocably grants the Released Parties and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use his/her name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by any and all means and media (now and hereafter known), 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 to the Winner.

**13. Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. The Contest Entities are not responsible for any changes or unavailability of the Instagram platform that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Facebook for the Contest as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via Instagram, in which case Sponsor, in its sole discretion, may terminate or modify the Contest.

**14. Governing Law / Limitation of Liability.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor, or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

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.

**15. Disputes / Arbitration.** 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 Los Angeles County, California

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 Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. 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 Los Angeles County, California. 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).

**16. No Obligation to Use.** Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

**17. Dates & Deadlines/Anticipated Number of Contestants.** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

**18. Further Documentation.** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.

**19. List of Contest Winners / Official Rules Requests.** To receive any legally required list of the Winners, send a stamped self-addressed envelope, prior to February 15, 2018, to: Yoobi LLC, 2210 East Maple Avenue, El Segundo, CA 90245, Attn: Yoobi Get Crafty Photo Contest Winners List Request. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to Yoobi LLC, 2210 East Maple Avenue, El Segundo, CA 90245, Attn: Yoobi Get Crafty Photo Contest Official Rules Request, prior to the end of the Entry Period.

**20. Identification of Sponsor.** This Contest is sponsored by: Yoobi, LLC, 2210 East Maple Avenue, El Segundo, CA 90245. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.

**21. Information Submitted.** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest Winner's list.

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram and any references to any of Sponsor's products, services, or offerings by tradename, trademark, manufacturer, supplier or otherwise, do not constitute or imply endorsement, sponsorship or recommendation thereof by any of third party entities.

**22. Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Documents 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 Instagram and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

**//END OFFICIAL RULES//**