

## UncommonGoods #MyUncommonGoods Instagram Promotion

### OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1) The sponsor of the UncommonGoods #MyUncommonGoods Instagram Promotion (the "Promotion") is UncommonGoods, LLC (owner and operator of uncommongoods.com) at 140 58<sup>th</sup> St, Brooklyn, NY 11220 in respect of entrants from the 50 United States and District of Columbia.
- 2) ELIGIBILITY: Open to legal residents of the 50 United States and District of Columbia, age 18 years or older at the time of entry who have an Instagram account.
- 3) PROMOTION TIMING/DESCRIPTION: The Promotion begins at 10:01 AM Eastern Standard Time ("EST") on November 1, 2018 and continues every month as outlined herein. Sponsor's designated computer is the official time keeping device for all aspects of the Promotion.
- 4) HOW TO ENTER THE PROMOTION: To enter the Promotion each entrant ("Entrant") must (i) have an Instagram account (if you do not have an Instagram account, go to <https://www.instagram.com/> to sign up); (ii) share an original photo via Instagram tagged with #MyUncommonGoods. Your photo or post must be uploaded in accordance with the Instagram Terms of Service (<http://instagram.com/about/legal/terms/>). You must have an Instagram account to enter via Instagram and have your account privacy settings set to "Off". Potential winners may be required to show proof of being the authorized account holder of the Instagram account associated with the entry. Sponsor has the sole discretion to determine whether a photo or post qualifies as a Submission. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. All entries must be received by the end of each monthly Promotion Period. Any attempt by any Entrant to submit entries by using multiple Instagram accounts, identities, or any other methods will void that Entrant's Entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the Instagram account. "Authorized account holder" is defined as the natural person who is assigned to is defined as the natural person who is assigned an Instagram account.
- 5) USER CONTENT: As between you and us, you own all Content and information you share via your entry. You give UncommonGoods, LLC permission to use your content as follows: you grant to UncommonGoods, LLC a license to reproduce, display, distribute, and otherwise use your Content in connection with UncommonGoods, LLC marketing purposes, including UncommonGoods, LLC blog content. Our license to your Content is non-exclusive, meaning you may use the Content for your own purposes or let others use your Content for their purposes. Our license to your Content is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your Content. We may exercise our rights anywhere in the world. Finally, our license is perpetual, meaning that our license lasts for an indefinite period of time.  
**You promise that:** You own all rights to your Content or, alternatively, that you have the right to give UncommonGoods, LLC the rights described above.
  - Your Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.
  - a) We may refuse to accept or transmit Content for any reason. We may remove Content from the site for any reason.
- 6) COPYRIGHT AND INTELLECTUAL PROPERTY POLICY: If you believe that a user of our site has infringed on your intellectual property rights, or if we have taken down your materials due to suspicion of copyright infringement, and you would like to dispute the alleged infringement, please feel free to notify us by emailing [social@uncommongoods.com](mailto:social@uncommongoods.com)

- 7) **PRIZES:** One eligible winner will be chosen either on the last day of each month, or by the next business day following the last day of the month. Subject to compliance with these Official Rules, the winner will be awarded an UncommonGoods gift card worth \$100 USD (as of November 1, 2018). The Prize may not be transferred or substituted, except at the Sponsor's sole discretion. All fees, federal, state, local taxes or other expenses relating to the use, acceptance and possession of prize are the sole responsibility of the winner. The winner will only be eligible to receive said prize once in a lifetime. Once received, the prize does not expire.
- 8) **DETERMINATION OF WINNERS:** One eligible winner will be selected in a random drawing to be held the last day of each month, or by the next business day following the last day of the month, in UncommonGoods' office in Brooklyn, New York. The draws will be made by computer under the surveillance of an employee of the Marketing department.
- 9) **WINNER NOTIFICATION:** The potential winner will be notified via the Instagram account used for entry. If a potential prize winner does not respond to the winner notification direct message (message will be sent three (3) times over a seven (7) day period) within seven (7) days of receipt of the final message sent, or if the potential prize winner does not return the notification, or if an Entrant is otherwise found to be ineligible, does not provide required information, or if the selected winner cannot accept or receive the prize for any reason, the potential prize winner will forfeit the prize and an alternate winner may, in the sole discretion of the Sponsor and time permitting, be selected from among the remaining eligible entries. The Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate winner. All decisions and results of Sponsor are final and binding.
- 10) **ODDS OF WINNING:** The odds of being selected as the potential prize winner depend upon the number of eligible entries received during the Promotion Period each month.
- 11) **GENERAL CONDITIONS:** By accepting the prize, the Winner (and his/her parent/legal guardian on his/her behalf if he/she is a Minor) warrants that the winner has read and agrees to abide by these Official Rules and UncommonGoods' Terms of Use, Privacy Policy, House Rules, and other site policies, meets the eligibility requirements and that he or she is not prohibited from participating in the Promotion and agrees to be bound by the decisions of the Sponsor which will be final and binding in all respects. Winner agrees that the conditions of submission set forth in these Official Rules, and all documents and incorporated in these Official Rules by reference, solely govern the relationship between Winner and the Sponsor in connection with this Promotion. The Sponsor reserves the right to amend these terms and conditions at any time. The Sponsor reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Sponsor deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Sponsor. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 12) **LIABILITY:** For all Entrants: By participating in this Promotion and/or by accepting any prize, save for cases of death or personal injury caused by negligence of any Released Party or cases of loss or damage caused by fraud of, or breach of these Official Rules by, a Released Party, Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators to release the Promotion Entities, Instagram and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from or in connection with participation in this Promotion and/or acceptance or use of any awarded prize, and to indemnify Released Parties from any and all liability resulting or arising from the Promotion.

In an event of slight negligence, the Released Parties shall be liable only for breaches of a material contractual obligation (cardinal duty). A "cardinal duty" is an obligation whose fulfillment makes the implementation of this Promotion possible in the first place and on the fulfillment of which the Entrant may therefore generally rely upon. This liability shall be limited to the typical, foreseeable damages.

The Released Parties are not liable for defect prizes and for follow-up damages resulting from the defect prizes.

- 13) **WAIVER:** Released Parties are not responsible for any technical, mechanical, or other error of any kind resulting from force majeure circumstances beyond their reasonable control and relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, the processing of entries, the announcement of the prize or any Promotion-related materials caused by such force majeure event. Participation to the Promotion by internet implies the acknowledgement by the Entrants of internet and IT systems technical limits. As a consequence Released Parties shall not be liable for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion, incomplete, lost, late, stolen, damaged, inaccurate, misdirected, garbled, delayed or undelivered entries, or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate and/or the failure of any third party to comply with the instructions and proper administration of this Promotion. Sponsor reserves the right in its sole discretion, to disqualify any Entrant or Entry that is in violation of the Official Rules or to cancel, suspend or modify the Promotion, and disqualify any implicated Entrant(s), (and their entries) if any fraud, virus, actions by Entrants, technical or other error or problem of any kind, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the Promotion.

In the event of cancellation, Sponsor reserves the right, at its sole discretion, to select the potential winner in a random drawing from among all eligible, non-suspect entries received up to the time of the event or action warranting such cancellation or to take any other action it deems equitable to fairly award any prize. **CAUTION:** Any attempt by an Entrant to deliberately undermine the legitimate operation of the Promotion is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such Entrant to the fullest extent permitted by law, including criminal prosecution. Sponsor is not responsible in the event Sponsor is prevented from continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control or concerns regarding the safety of any Entrant or winner, or otherwise.

This Promotion is not sponsored, endorsed or administered by Instagram, nor is Instagram associated with the Promotion in any way. You understand that you are providing information to Sponsor and not to Instagram. Any questions, comments or complaints regarding the Promotion must be directed to Sponsor and not to Instagram.

**Thank you!**