

Terms and Conditions

Redbubble Promotion Official Rules

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

All requested entry information must be provided. Participants are permitted to submit multiple entries. Multiple participants are not permitted to share the same Instagram handle or email address. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entrant, the authorized account holder of the Instagram handle or email address associated with the entry will be deemed to be the entrant. The “authorized account holder” is the natural person assigned the account by Instagram or assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

All entries must meet the following criteria:

- Entries must be original, exclusively created and owned by entrant, and the entrant must have all rights necessary to post the content and submit the entry. For avoidance of doubt, entrant is permitted to use the public domain content, which has been made available by the State Library of Victoria, Australia (the “Library”) in connection with this promotion (“Library Content”).
- Entries must be related to one or more of the specified themes and must be inspired by or related to Library Content.
- Entries must be in accordance with the design guidelines.
- Entries must state / list the original Library inspiration image in their submission.
- Entries must be submitted by posting through Instagram, and all submissions must be tagged with #CreateArtHistory, @redbubble and @library_vic

- Entries may not contain images of any individuals who are under 18 years of age or who have not provided their authorization. By submitting an image of any individual under the age of majority in their jurisdiction of residence, you represent that you have received permission from such minor's parent or legal guardian to include such minor's image.
- Entries may not contain material that is obscene, defamatory, libelous, threatening, pornographic, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law. Entries must be appropriate for viewing by the general public. Appropriateness will be determined by Sponsor.

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

3. **Promotion Period.** This promotion begins at [12 a.m. AEST on September 18, 2017 and ends at 11:59 p.m. AEST on October 30, 2017](the "Promotion Period"). Sponsor's computer is the official time-keeping device for the promotion. All entries must be received during the Promotion Period.
4. **Eligibility.** To be eligible, participants must be at least the age of majority in their jurisdiction of residence. Employees of Sponsor and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible.
5. **Prizes.** Each winner will receive a cash prize in A.U. Dollars through PayPal or similar method. No substitution, assignment or transfer of any prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. Each winner is responsible for all taxes and fees associated with the receipt and/or use of the prize.
 - 1st prize: \$2500
 - 2nd prize: \$1000
 - 3rd prize: \$500
6. **Winner(s).** There will be one or more winners selected. Winner(s) of the promotion will be determined based on the following:
 - Winner(s) will be chosen by Sponsor in Sponsor's sole discretion (in consultation with the Library) by December 1, 2017.. Because this is a contest of skill, winning the promotion is dependent on the quality and number of submissions received.
 - As a precondition to winning, each winner is required to submit a high-resolution image of the winning content to Sponsor, tag the artwork with

“CreateArtHistory” and upload the content to his or her account on Sponsor’s website for sale on all available product types (including optimizing such content for all product types) prior to claiming any prize. Each winner(s) agrees to make the winning content available for sale on Sponsor’s website indefinitely.

- Winner(s) may also be required to provide additional information to Sponsor and Library on topics relevant to this promotion, including winner’s background and artistic inspiration. Winner(s) will reasonably cooperate with Sponsor and Library in this regard.
 - Sponsor reserves the right to disqualify entries for any reason, including any entries that it believes may be risky or illegal. Sponsor’s decisions are final in all matters related to the promotion.
 - Without limiting any other term or condition herein, each entrant acknowledges and agrees that Library is permitted to do any, all or none of the following in Library’s sole discretion: (i) sell in Library’s online and/or physical gift shops one or more products printed with entrant’s entry that were purchased from entrant’s shop through Sponsor’s website, (ii) display entrant’s entry online or in print, including for advertising and marketing, and (iii) include and display entrant’s entry in Library’s collection in digital or print format in whole or in part, in each case of the foregoing, solely in connection with Library’s business.
7. **Conditions of Participation.** By submitting an entry for this promotion, you agree to abide by these rules and any decision Sponsor makes regarding this promotion, which Sponsor shall make in its sole discretion. Sponsor reserves the right to disqualify and prosecute to the fullest extent permitted by law any participant or winner who, in Sponsor’s reasonable suspicion, tampers with Sponsor’s website, 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, its provision shall be subject to the preconditions and/or requirements stated by Sponsor and any other applicable terms and conditions stated herein, including but not limited to, the right of Sponsor to substitute the discount code, for example, with something else of comparable or greater value.
8. **Intellectual Property.** Ownership of the pre-existing underlying intellectual property of the entrant remains the property of the entrant subject to the following: By participating in the promotion, each entrant hereby grants to each of Sponsor and Library, a non-exclusive, worldwide, fully paid, royalty-free, perpetual, irrevocable, sublicensable, transferable license to reprint, display, modify, distribute, promote, prepare derivative works of, reproduce,

perform, use, and exhibit (including the right to make derivative works of) the entry, including any materials and information submitted in connection therewith in any format (e.g., print and online) or through any channel (e.g., email, social media, product packaging), solely in connection with Sponsor's or Library's businesses. For the avoidance of doubt, neither Redbubble nor Sponsor may sell or offer for sale the entry for its own account, except Library may directly sell products printed with entries in physical or online shops it owns or controls, provided, that such products were purchased from entrant through Sponsor's website.

Sponsor and the Library will use commercially reasonable efforts to acknowledge each entrant as the author of his or her entry. However, each entrant acknowledges and agrees that he or she may not be attributed as the author of the entry, and that the Sponsor or the Library may alter, amend, delete portions and/or modify the entry even if such actions would constitute a violation of entrant's moral rights or similar rights.

Each participating entrant hereby warrants that any entry and other materials and information provided by entrant are original and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and do not violate any rules or regulations. If the entry or information or materials provided by entrant contain any material or elements that are not owned by entrant and/or which are subject to the rights of third parties, entrant represents he or she has obtained, prior to submission of the entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the entry and information and materials by Sponsor in the manner set forth in these terms and conditions without additional compensation. Each entrant warrants that the entry and materials and information provided do not contain information considered by entrant, its employees or personnel, or any other third party to be confidential.

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

9. **Modification.** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion, including if it is not capable of running as planned, including, but not limited to, infection by computer virus,

tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of Sponsor. In the event of such cancellation, Sponsor reserves the right to award the prize(s) in a random drawing from all eligible entries received before the time of cancellation.

10. Disclaimer, Release and Limit of Liability. SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, LIBRARY, INSTAGRAM, PAYPAL, 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 terms and conditions to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

11. **Privacy and Use of Personal Information.** Sponsor collects personal information from you when you enter this promotion. Sponsor reserves the right to use any information collected in accordance with its privacy policy, which may be found at <http://www.redbubble.com/privacy>.
12. **GOVERNING LAW AND DISPUTES: THESE TERMS AND CONDITIONS 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 TERMS AND CONDITIONS SHALL BE IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**
13. **Winners List.** Individuals may request the name of winner(s) by submitting a self-addressed stamped envelope to Redbubble Inc., Promotion Winner’s List Request, 633 Howard Street, San Francisco, CA 94105, United States of America. Residents of the State of Vermont, United States of America may omit postage.
14. **No Affiliation.** This promotion is not sponsored by or in any way affiliated with Instagram, PayPal, or any other social media platform.