

## Terms and Conditions

### Redbubble Promotion Official Rules

These Redbubble contest promotion rules (“**Promotion Rules**”) stipulate how the “Create Some Good” Promotion (“**Promotion**”) will operate. By registering and submitting an entry, the participant of the Promotion (“**Participant**”) agrees to fully abide by the Promotion Rules. The promoter of this Promotion is Redbubble Inc., 111 Sutter Street, 17<sup>th</sup> Floor, San Francisco, CA 94104, USA (“**Promoter**”).

No purchase or payment of any money is necessary to enter into this Promotion. A purchase will not improve the chances of winning.

#### 1. Eligibility

- 1.1. Participants must be at least the age of majority in their jurisdiction of residence. Promoter reserves the right to request proof of age by Participant.
- 1.2. Employees of Promoter 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.

#### 2. Description of the Promotion (including specific promotion periods)

- 2.1. This is a skill-based Promotion. Because this is a contest of skill, winning the promotion is dependent on the quality and number of eligible entries.
- 2.2. The object of this Promotion is for Participants to pitch a creative project idea that will create positive results or developments either at the community level or beyond and to perform and complete such project (“**Project**”). To enter the Promotion, the Participant will need to record a video his/her idea for the Project and post it on Instagram. If selected by Promoter, Participant will need to perform the activities that it takes to complete the Project and to post on Instagram the progress made on his/her Project until the Project is completed.
- 2.3. In particular, the Promotion consists of the following three (3) stages and respective promotion periods:

##### (a) 1<sup>st</sup> stage – Pitch Video

First, Participant needs to post on Instagram a pitch video about his/her Project that is sixty (60) seconds or less in duration (“**Pitch Video**”). The Pitch Video must be submitted via Instagram, whereby Participant needs to post one (1) or more Pitch Videos on his/her Instagram account with the hashtag “#createsomegood” and the tag “@Redbubble”.

The Pitch Video must be posted on Instagram by Participant between [12] a.m. CET on [01] [July] 2018 and [11:59] p.m. CET on [10] [August] 2018 (“**Promotion Period for Pitch Video**”).

##### (b) 2<sup>nd</sup> stage – Project Plan

Subsequent to the Promotion Period for Pitch Video, Promoter will select up to three (3) potential winners (“**Potential Winners**”) from all Pitch Videos submitted in accordance with section 7.1. These Potential Winners will need to outline and provide to Promoter a suitable plan proposal for the Project (“**Project Plan**”). Suitability of the Project Plan will be determined by Promoter within its reasonable discretion. The Project Plan must document (i) how long the Project will take to complete, which cannot exceed three (3) months; (ii) the costs for successfully completing the Project including all out-of-pocket costs and expenses, which cannot exceed the maximum budget of \$ 5,000; and (iii) other important

details of the Project, including where the Project will be located, where the work will be performed, and the audience that the Project is meant to help or engage for good.

The Project Plan must be submitted to Promoter via email by the Potential Winners between [12] a.m. CET on [10] [August] 2018 and [11:55 p.m. CET on [17] [August] 2018 (“**Promotion Period for Project Plan**”).

(c) **3<sup>rd</sup> stage – Project Completion**

Promoter will then determine in accordance with section 7.2 the winners of the Promotion from the Potential Winners (“**Winners**”), provided that the Potential Winners have provided (i) a suitable Project Plan in accordance with section 2.3; and (ii), if applicable, the verification information subject to section 7.2. If a Potential Winner fails to provide the aforesaid Project Plan or verification information, Promoter is entitled to select (in accordance with section 7.1) an alternate Potential Winner.

Subsequent to the confirmation as Winner, Promoter will provide the Winners (i) with the prize in specified in section 6; and (ii) a GoPro camera. The Winners need to (i) document the stages of creation of their Projects with video and photography by sending raw footage at a resolution and on a schedule as specified by Promoter; (ii) provide the native files to Promoter; and (iii) post on Instagram the Winner’s progress, consisting of thirty (30) to sixty (60) second videos with the hashtag “#createsomegood” and the tag “@Redbubble”, which the Winners shall do at least three (3) times during the Promotion Period for Project Completion.

The Winners must perform and complete the Project within three (3) months from the date on which they have received the 1<sup>st</sup> share of the prize in accordance with section 6.1 below (“**Promotion Period for Project Completion**”).

**3. General stipulations for the promotion periods**

- 3.1. All entries must be submitted by Participant and received by Promoter during the Promotion Period for Pitch Video, Promotion Period for Project Plan and Promotion Period for Project Completion, respectively. Promoter’s computer is the official time-keeping device for the Promotion.
- 3.2. The Promoter and/or Instagram are not responsible for lost, corrupted, illegible or delayed entries or for network, computer, hardware or software failures of any kind that may restrict or delay the sending or receipt of the entries.

**4. General participation requirements**

- 4.1. Participant must have an Instagram account.
- 4.2. All requested entry information must be provided by Participant.
- 4.3. Participants are permitted to submit multiple Pitch Videos during the Promotion Period for Video. All Pitch Videos of Participant must be submitted from the same Instagram account.
- 4.4. Different Participants are not permitted to submit Pitch Videos from the same Instagram account.
- 4.5. All entries submitted and any other materials and information provided by Participant to Promoter or used during the course of the Promotion:
  - (a) must be original, exclusively created and owned by Participant and he/she must have all rights necessary to post, submit and use such entries, material and information;

- (b) must be in the English language. However, the Participant may speak in a different language within the Pitch Video if the Participant displays accurate English subtitles. Suitability of such subtitles will be determined by the Promoter within its reasonable discretion. The same applies for videos to be posted by the Participant during the Promotion Period for Project Completion;
- (c) must be in line with applicable law and must not infringe any third-party rights, including privacy, publicity or intellectual property rights, e.g. copyrights, patents, trademarks, company logos, or publicity rights;
- (d) must not contain material that is obscene, defamatory, libellous, threatening, pornographic, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law or Promoter's applicable policies or the policies or terms of use of Instagram;
- (e) must not contain images of any individuals who are under eighteen (18) years of age or who have not provided their authorization. By submitting an image of any individual, Participant represents that it has received written permission from such person or if a minor, from the minor's parents or legal guardian;
- (f) must not disparage the Promoter or other people, products or companies;
- (g) must be appropriate for viewing by the general public, whereby appropriateness will be determined by the Promoter within its reasonable discretion; and
- (h) must not previously have been made publicly available (e.g. as an entry of a different contest, promotion etc.).

## **5. Disqualification**

5.1. Participant's entries will be void and result in the Participant's disqualification if he/she

- (a) does provide incomplete or false information;
- (b) does not submit the entries in the stipulated promotion periods and in accordance with the Promotion Rules;
- (c) uses any automated system to participate in the Promotion;
- (d) in Promoter's reasonable belief, tampers, manipulates or otherwise interferes with the Redbubble website or the entry process;
- (e) uses entries, materials and information in the course of the Promotion which violates these Promotion Rules; or
- (f) in Promoter's reasonable belief, violates these Promotion Rules.

5.2. Errors and omissions may be accepted by Promoter in its sole discretion.

## **6. Prizes**

6.1. Participants can win up to a maximum of Five Thousand U.S. Dollars (\$5,000.00) each to fund their proposed Projects. The exact amount to be paid to the Winners depends on the individual Projects and the required funds (as laid out in the Project Plan) to successfully perform and complete the Projects within the Promotion Period for Project Completion. Each Winner will receive its prize in the following manner:

- (a) The 1<sup>st</sup> share, which is seventy-five percent (75%) of the overall funds (as laid out in the Project Plan) to be paid to the respective Winner, will be paid by Promoter at the beginning of the Promotion Period for Project Completion.
  - (b) The 2<sup>nd</sup> and final share of the prize, which is twenty-five percent (25%) of the overall funds (as laid out in the Project Plan) to be paid to the respective Winner, will be paid at the end of the Promotion Period for Project Completion subject to the successful completion of the Project by the Winner within the Promotion Period for Project Completion. Success of the Project will be determined by the Promoter within its reasonable discretion taking into account the specifics of the respective Project Plan.
- 6.2. If the Project was not successfully completed within the Promotion Period for Project Completion, Promoter reserves the right – within its reasonable discretion taking into account the specifics of the respective Project Plan – not to pay the 2<sup>nd</sup> and final share to the respective Winner.
- 6.3. Winner(s) are responsible for all taxes and fees associated with the receipt and/or use of the prize.
- 6.4. Promoter will deliver the prizes via PayPal or similar method.

## **7. Selection of Potential Winners and Winners**

### **7.1. 1<sup>st</sup> stage – Pitch Video**

On or around [11:59] p.m. CET on [10] [August] 2018, Promoter will select three (3) Potential Winners from all Pitch Videos submitted in accordance with the Promotion Rules and which have been received during the Promotion Period for Pitch Video. Potential Winners will be determined by Promoter in its sole discretion in consultation with a panel of judges. Because this is a contest of skill, being selected as Potential Winner is dependent on the quality and number of Pitch Videos received within the Promotion Period for Pitch Videos.

### **7.2. 2<sup>nd</sup> stage – Project Plan**

On or around [11:59] p.m. CET on [17] [August] 2018, Promoter will review the Project Plans of the Potential Winners and assess in its reasonable discretion in consultation with a panel of judges whether or not they fulfil the requirements of the Promotion Rules.

Before being chosen as a Winner, Promoter is entitled to request from Potential Winner a verification that the Pitch Video and the Project Plan is original and, if applicable, the necessary rights have been obtained. If the foregoing cannot be verified to the reasonable satisfaction of the Promoter, Promoter may select an alternate Potential Winner in accordance with section 7.1.

- 7.3. In the event of a dispute as to the identity of a Participant, Potential Winner and/or Winner, the authorized account holder of the social media account associated with the entry will be deemed to be the respective Participant, Potential Winner and/or Winner. In this context, “authorized account holder” means the natural person to which the e-mail address of the social media account is assigned to by an Internet access provider, online service provider or an organization responsible for assigning e-mail addresses for the domain associated with the e-mail address of the aforesaid account. Each Potential Winner may be required to show proof of being the authorized account holder.

## **8. Potential Winner and Winner notification**

- 8.1. After Promoter has selected the Potential Winners in accordance with section 7.1 it will notify the Potential Winners by separate Instagram message. If the notification is undeliverable, the Potential Winner will forfeit his/

her chance to become a Winner and receive the prize. In this case, Promoter will select an alternate Potential Winner in accordance with section 7.1 above and contact him/her as set out in this section 8.1.

After Promoter has determined the Winners in accordance with section 7.2 it will notify the Winners by separate Instagram message or e-mail. If the confirmation is undeliverable, the Winner will forfeit his/her chance to receive the prize.

## 9. **Intellectual Property**

Ownership of the pre-existing underlying intellectual property of the Participant remains the property of the Participant subject to the following grant of rights in the Participant's entry and any associated content, including but not limited to the Pitch Video, social media posts, and the Project ("**Participant Materials**"). Each Participant hereby grants to Promoter and its affiliates a worldwide, fully-paid, royalty-free, perpetual, irrevocable, transferrable, sublicensable, non-exclusive right and license, but not the obligation, use, store, copy, reproduce, publish, publicly display, perform, exhibit, transmit, distribute, advertise, promote and prepare derivative works of the Participant Materials and any content used by Participant in association therewith through any media channel or form solely in connection with Promoter's business.

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

## 10. **Disclaimer, Release, and Limitation of Liability**

- 10.1. PROMOTER 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 PARTICIPANT AGREES TO RELEASE AND HOLD HARMLESS PROMOTER, AND ANY SOCIAL MEDIA PLATFORMS MENTIONED HEREIN, AND THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, 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 PARTICIPANT'S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE

**11. Warranties, representations and release from liability**

11.1. Participant hereby warrants and represents that any entry and other materials and information provided by Participant are original and do not violate applicable law or any third-party rights, including copyrights and ancillary rights, trademarks, company symbols, work titles, designs or rights of privacy or publicity.

11.2. Participant undertakes to indemnify and hold harmless Promoter and its executive staff, directors, employees, representatives and agents from and against any and all claims and related reasonable attorney and court fees, insofar as such claims and fees are caused by a breach of section 11.1.

**12. Modification**

Promoter reserves the right to cancel, terminate, modify or suspend the Promotion 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 Promoter. In the event of such cancellation, Promoter reserves the right to award the prizes in a random drawing from all eligible entries received before the time of cancellation.

**13. Data Protection**

The Promoter collects personal information from the Participant when entering this Promotion. The Promoter reserves the right to process any information collected in accordance with applicable law and its privacy policy which can be found at <https://www.redbubble.com/privacy>.

**14. Governing law**

THESE PROMOTION RULES AND THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA, AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES SHALL BE IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("**JAMS RULES**"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

**15. Winners List**

Individuals may request the name of winner(s) by submitting a self-addressed stamped envelope to Redbubble Inc., Promotion Winner's List Request, 111 Sutter Street, 17<sup>th</sup> Floor, San Francisco, CA 94104, United States of America. Residents of the State of Vermont, United States of America may omit postage.

**16. No Affiliation**

This promotion is not sponsored by or in any way affiliated with any social media platforms mentioned herein.