# Advertising disclosures:

NO PURCHASE NECESSARY TO ENTER. Promotion is open to legal residents of the United Kingdom, age 18 or older, with an Etsy account. Entries must be received between 16:01 PM GMT on Friday 4<sup>th</sup> December, 2015 and 11:59:59 PM GMT on Sunday 6<sup>th</sup> December 2015. There are 5 Etsy item edits to be won. **Go to instagram.com/EtsyUK to enter. Sponsor: Etsy UK Ltd.** 

Etsy Made Local 'Win the Wall' Competition Promotion OFFICIAL RULES

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

- 1.The sponsor of the Etsy Mde Local 'Win the Wall' competition (the "Promotion") is Etsy UK Limited, Quadrant House, Floor 6, 4 Thomas More Square, London, E1W 1YW, UK (a subsidiary of of Etsy Inc having an address at 55 Washington Street, Suite 512, Brooklyn, NY 11201) (the "Sponsor").
- 2.**ELIGIBILITY:** Open to legal residents of the United Kingdom, age 18 years or older at the time of entry. You must also have a registered account on Etsy and a Instagram account. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members (whether related or not), of the Sponsor and its affiliates, subsidiaries, and divisions and the Sponsor's advertising and promotion agencies ("Promotion Entities") are not eligible to enter. Void where prohibited.
- 3.**PROMOTION TIMING/DESCRIPTION:** The Promotion begins at 16:01 Greenwich Mean Time ("GMT") on 4<sup>th</sup> December 2015 and ends at 23:59:59 GMT on 6<sup>th</sup> December 2015 (the "Promotion Period"). Sponsor's designated computer is the official time keeping device for all aspects of the Promotion.
- 4.HOW TO ENTER THE PROMOTION: To be eligible to participate in the draw in respect of the given prize, the entrant ("Entrant") must visit Etsy Made Local Christmas Market in London, take a photograph of the influencer edit they'd like to win and upload the image to Instagram, tagging both @EtsyUK and the influencer's account (the "Submission"). Any attempt by any Entrant to submit entries by using multiple/different email addresses, identities, registrations and

logins, 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. All Entries become the property of Sponsor and will not be returned or acknowledged.

- 5.PRIZES: Five eligible winners will be selected and (subject to compliance with these Official Rules) will be each awarded a prize of the Etsy items in the chosen edit. The prize may not be transferred, substituted or redeemed for cash, 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.
- 6.**DETERMINATION OF WINNERS:** Five eligible winners for each prize will be selected in a random drawing to be held on or about 12:00 PM GMT on Tuesday 8<sup>th</sup> December 2015 in Etsy's office in London, United Kingdom to select five (5) potential winners. This draw will be made by computer, with EXCEL software's random draw function, under the surveillance of an employee of the Marketing department.
- 7. WINNER NOTIFICATION: The potential winners will be notified via the email they provided at entry. If a potential prize winner does not respond to the winner notification email (email will be sent two (2) times over a 24-hour period) within one (1) day of receipt of the final email sent, or if said email is returned as undeliverable, or if the potential prize winner does not return the notification or, if applicable, fails to correctly answer the mathematical skill-testing question, 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.
- 8.**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.
  - 9. **GENERAL CONDITIONS:** By entering the Promotion, Entrant (and his/her parent/legal guardian on his/her behalf if he/she is a Minor)

warrants that Entrant has read and agrees to abide by these Official Rules and Etsy's Terms of Use, Privacy Policy, Dos and Don'ts, 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. Entrant agrees that the conditions of submission set forth in these Official Rules, and all documents and agreements incorporated in these Official Rules by reference, solely govern the relationship between Entrant and the Sponsor in connection with this Promotion.

#### 10. **LIABILITY:**

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 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.

By participating in this Promotion, you grant Sponsor permission (except where prohibited by law) to use any winner's name, likeness, prize won, Avatar, Etsy ID, hometown, likeness and/or comments about winning for purposes of online posting, advertising, promotion and publicity relating to the Promotion, and in any and all media, now or hereafter known, throughout the world for three years from the date the winner was confirmed as a winner without additional compensation, notification, permission or approval.

## 11. **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 damage any web site or 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.

12. **GOVERNING LAW/DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant, Sponsor or the Released Parties in connection with the Promotion, shall be governed by and construed in accordance with the laws of England & Wales. Any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, shall be resolved individually, without resort to any

form of class action.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT- OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision.

### 13. COPY OF RULES AND WINNER'S LIST:

For a copy of these Official Rules, or the name of the winner (available within 30 days after the Sweepstakes ends), mail a self-addressed, stamped envelope to Legal Department, Etsy UK Limited, Etsy UK Limited, Quadrant House, Floor 6, 4 Thomas More Square, London, E1W 1YW, UK no later than 60 days after the Promotion Period ends.

14. **PRIVACY POLICY**: Sponsor will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy posted on www.etsy.com/privacy. By participating in the Promotion, Entrants hereby agree to Sponsor's collection and usage of Entrant's personal information in accordance with the Sponsor's privacy policy and acknowledges that Entrant has read and accepted Sponsor's privacy policy.