

**American Express
Shop Small® Kit for Etsy Retailers
Offer Terms**

The Shop Small® Movement is a national movement created by American Express Travel Related Services Company, Inc. (“American Express,” “we” or “us”) dedicated to supporting and celebrating small businesses and the neighborhoods in which they are located. As part of the Shop Small Movement, American Express launched Small Business Saturday®, dedicated to encouraging customers to get out and shop at small businesses the Saturday after Thanksgiving.

Your participation in this American Express Shop Small Kit for Etsy Retailers Offer (the “Offer”) is governed by these American Express Shop Small Kit for Etsy Retailers Offer Terms (the “Offer Terms”). By participating, you are agreeing to be bound by these Offer Terms. You are also agreeing that the decisions of American Express with respect to the interpretation and application of these Offer Terms, including decisions about your eligibility, will be final and binding and made by American Express in its sole discretion.

By participating in this Offer, subject to availability and the eligibility requirements set forth in these Offer Terms, you are eligible to receive a Shop Small merchandise kit, which may include bags, stickers and other marketing materials (the “Shop Small Kit”).

The Shop Small Kit is provided to you subject to a limited license to promote your business in connection with the Shop Small Movement and/or Small Business Saturday. We may terminate your right to use all or any of the Shop Small Kit at any time if we determine, in our sole discretion, that (i) your business is not eligible for the Offer, (ii) any information provided by you to apply for the Shop Small Kit is false, misleading, inaccurate, incomplete or otherwise in breach of these Offer Terms, (iii) you use the Shop Small Kit inappropriately or in a manner inconsistent with the values of the Shop Small Movement and American Express, and/or (iv) you otherwise breach these Offer Terms.

You may receive only one Shop Small Kit regardless of the number of business locations you have and regardless of whether you have both online and physical location(s). If you receive a Shop Small Kit through this Offer then you are not eligible to receive a Shop Small Kit through any other program offered by American Express in connection with Small Business Saturday and the Shop Small Movement and vice versa.

MERCHANDISE IN THE SHOP SMALL KIT IS PROVIDED “AS IS” AND “AS AVAILABLE” AND AMERICAN EXPRESS WILL NOT REPLACE OR SUBSTITUTE ANY ITEMS THAT ARE DAMAGED OR DEFECTIVE. MERCHANDISE IN THE SHOP SMALL KIT IS NOT FOR RESALE.

CONTENTS OF KIT MAY VARY. MERCHANDISE IN THE SHOP SMALL KIT MAY NOT BE MODIFIED IN ANY WAY.

MODIFICATION & CANCELLATION OF THE OFFER

American Express reserves the right to modify or cancel the Offer, or any portion thereof, at any time at its discretion, without prior notice or liability to you.

DISQUALIFICATION & OTHER REMEDIES OF AMERICAN EXPRESS

ALL DESIGN ELEMENTS OF THE SHOP SMALL KIT, INCLUDING ANY AND ALL IMAGES, GRAPHICS, LOGOS, HASHTAGS, AND COPY DEPICTED IN SHOP SMALL KIT, ARE THE

INTELLECTUAL PROPERTY OF AMERICAN EXPRESS. SHOP SMALL KIT IS PROVIDED TO YOU SUBJECT TO A LIMITED LICENSE FOR THE PURPOSE OF PROMOTING YOUR BUSINESS IN CONNECTION WITH SMALL BUSINESS SATURDAY AND THE SHOP SMALL MOVEMENT. YOU MAY USE, DISPLAY AND DISTRIBUTE THE ITEMS IN THE SHOP SMALL KIT FOR THAT PURPOSE, PROVIDED THAT YOU DO NOT MODIFY THEM IN ANY WAY EXCEPT AS EXPRESSLY DIRECTED OR AUTHORIZED BY AMERICAN EXPRESS IN WRITING.

AMERICAN EXPRESS RESERVES THE RIGHT TO TERMINATE YOUR LICENSE TO USE, DISPLAY OR DISTRIBUTE THE ITEMS IN THE SHOP SMALL KIT AT ANY TIME, INCLUDING IF WE DETERMINE, IN OUR SOLE DISCRETION, THAT (I) YOUR BUSINESS IS NOT ELIGIBLE FOR THE OFFER, (II) ANY INFORMATION PROVIDED BY YOU TO US IS FICTITIOUS, FALSE, MISLEADING, INACCURATE, INCOMPLETE OR OTHERWISE IN BREACH OF THESE OFFER TERMS, (III) YOU HAVE ALTERED OR MODIFIED ANY ITEM IN THE SHOP SMALL KIT IN ANY WAY IN VIOLATION OF THESE OFFER TERMS, (IV) YOU HAVE USED THE SHOP SMALL KIT INAPPROPRIATELY OR IN A MANNER INCONSISTENT WITH THE VALUES OF THE SHOP SMALL MOVEMENT OR AMERICAN EXPRESS, (V) YOU HAVE USED THE SHOP SMALL KIT IN CONNECTION WITH SOMETHING OTHER THAN SMALL BUSINESS SATURDAY OR THE SHOP SMALL MOVEMENT, OR (VI) YOU HAVE OTHERWISE BREACHED THESE OFFER TERMS.

Persons who tamper with or abuse any aspect of the Offer, who act in an unsportsmanlike or disruptive manner or who violate these Offer Terms, as determined by American Express in its sole discretion, will be disqualified from participating in the Offer. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE OFFER MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, AMERICAN EXPRESS RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

NAME & TRADEMARK LICENSE

By participating in the Offer, you are granting American Express the right and license to include: (i) your business's name, logo, service marks, trademarks, trade names, (ii) a link to your business's social media handle(s) and/or the URL of your business's official website and/or branded web page(s), and (iii) statements, quotes, descriptions, photos, drawings, screenshots, clippings, social media posts and other images and depictions relating to Small Business Saturday, the Shop Small Movement and/or your use of the Shop Small Kit, on ShopSmall.com, Facebook.com/ShopSmall and other web pages or social media accounts dedicated to, or otherwise promoting, Small Business Saturday or the Shop Small Movement, and in other advertising, marketing and promotional materials relating to Small Business Saturday and the Shop Small Movement (including the right to re-tweet or re-post any social media posts that you publish), in perpetuity, in any and all media, including as such materials may be displayed, performed or distributed by agents of American Express or supporters of Small Business Saturday and/or the Shop Small Movement, without any compensation or other obligation to you. You further grant American Express the right and license to use, publish and incorporate any and all feedback, ideas, comments, suggestions and concepts shared or contributed by you relating to Small Business Saturday and the Shop Small Movement in perpetuity for any purpose without any compensation or other obligation to you. You acknowledge that American Express has no obligation to exercise any of the foregoing rights.

You further acknowledge that American Express may have developed or may develop ideas and concepts similar or identical to the ideas and concepts that you develop for Small Business Saturday or the Shop Small Movement. Nothing shall restrict the right of American Express to create, protect (whether by patent, trademark, copyright, trade secret or other means), procure or market any programs, products or services whether relating to the Shop Small Kit, Small Business Saturday, the Shop Small Movement or otherwise, and you agree not to challenge or make claims against or to such American Express programs, products or services.

REPRESENTATIONS & WARRANTIES; INDEMNIFICATION

You represent and warrant that all of the information you provide to us in connection with the Offer is complete and accurate and does not violate any laws, regulations or the rights of any third parties. Further, you acknowledge and agree that you are solely responsible for your use of the items in the Shop Small Kit and your actions in connection with the Offer.

You agree to indemnify and defend American Express, Etsy, Inc., participating websites, and their respective parents, affiliates, licensees, direct or indirect subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any against any and all costs or damages (including court costs and reasonable attorneys' fees) resulting from any action, claim or demand, including any governmental inquiries or investigations, that may be made or brought against a Released Party (a "Claim") arising out of or relating to your participation in the Offer.

GENERAL RELEASE

You agree to release, discharge and hold harmless American Express and other Released Parties from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from your participation in the Offer.

You acknowledge and agree that the Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled submissions; 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 Offer. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Offer. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

DISCLAIMERS

AMERICAN EXPRESS IS PROVIDING THE OFFER, INCLUDING SHOP SMALL KIT, "AS IS" AND ON AN "AS AVAILABLE BASIS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON-INFRINGEMENT, SECURITY, OR ACCURACY AND TIMELINESS, TO THE FULLEST EXTENT PERMITTED BY LAW.

You acknowledge that all ideas, tips, suggestions, opinions, advice and information provided in connection with the Offer are meant for informational purposes only, and should not be relied upon. You further agree that you are solely liable and responsible for the cost of any events, activities and other promotional efforts that you may undertake in connection with Small Business Saturday or the Shop Small Movement, and for obtaining any necessary permits or permissions in connection with such efforts.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE OFFER, EVEN IF THEY, OR ANY OF THEM, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RELEASED PARTIES' AGGREGATE LIABILITY ARISING OUT OF THE PROGRAM WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

GOVERNING LAW

Any and all disputes, claims or actions arising out of or relating to the Offer or your participation therein, including the enforcement and interpretation of these Offer Terms, shall be governed by the substantive laws of the state of New York without regard to conflict of law principles, and shall be brought solely within the state of New York and county of New York.

DISPUTES

You agree that any dispute arising out of or related to the Offer ("Disputes") shall be, upon the election of either you or us, submitted for binding arbitration, which shall take place in the State of New York, New York County pursuant to the rules of the American Arbitration Association ("AAA"). Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. No arbitration award or decision on any Disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. You and we will be responsible for paying your and our respective shares of the arbitration fees (including filing, administrative, hearing and/or other fees) as provided by AAA rules. The provisions of this paragraph may be enforced in a court of competent jurisdiction.

THIRD PARTY BENEFICIARIES

Except as otherwise expressly set forth herein, these Offer Terms are for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give any person other than the parties hereto any legal or equitable rights hereunder.

ASSIGNMENT

You may not assign any of your rights or delegate any of your obligations under these Offer Terms without the prior written consent of American Express. Any purported assignment or delegation in breach of this provision will be null and void.

ENTIRE AGREEMENT

These Offer Terms constitute the entire agreement between the parties and supersede all previous discussions, agreements, promises, proposals, representations and understandings pertaining to the subject matter hereof.

SEVERABILITY AND WAIVER

If any provision(s) of these Offer Terms are held by a court of competent jurisdiction to be void, contrary to law or for any reason otherwise unenforceable, then such provision(s) shall be construed, as nearly as lawfully possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The severance of any void, unlawful or otherwise unenforceable provision, shall not affect the validity or enforceability of any remaining provisions herein. Our failure to exercise or enforce any right or provision of these Offer Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.