

#### SAATCHI ART MATCH SWEEPSTAKES

OFFICIAL RULES: NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

# 1. Eligibility

The Saatchi Art Match Sweepstakes (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry, and have, as of the start date of the Promotion, an Instagram and/or Twitter account and internet access. Employees of Leaf Group Ltd. (the "Sponsor"), and its parent, subsidiary, and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes your full and unconditional agreement to these Official Rules and the Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### 2. Timing

The Promotion begins on July 24, 2018 at 12:00 a.m. Pacific Time and ends on August 31, 2018 at 11:59 p.m. Pacific Time (the "Promotion Period"). The Sponsor's computer is the official time keeping device for the Promotion.

## 3. How to Enter

During the Promotion Period, you must go to Saatchi Art Match at <a href="https://www.saatchiart.com/artmatch">https://www.saatchiart.com/artmatch</a>, and follow the instructions to submit a photo and then share the resulting Art Match on Instagram or Twitter with the hashtag #SaatchiArtMatch, or send a postcard with your first and last names as well as a valid email address to The Saatchi Art Match Sweepstakes, Saatchi Art, 1655 26<sup>th</sup> Street, Santa Monica, CA 90404. Once you fill out the registration form or provide the required name and email address on a postcard, in its entirety, and we receive it within the Promotion Period, you will automatically receive one (1) entry into the Promotion.

Limit: Each entrant is eligible to submit one (1) entry during the Promotion Period. Multiple entries are not permitted. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins, Instagram or Twitter accounts, 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. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person 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. Potential winners may be required to show proof of being the authorized account holder.

1.877.487.1199



## 4. Prize

The Promotion will award one (1) winner of a prize consisting of:

Gift certificate redeemable at SaatchiArt.com for a value of USD \$1000 within one (1) year (the "Prize"). The gift certificate expires after a one (1) year period.

Odds of winning the Sweepstakes depends upon the number of eligible entries received during the Promotion Period.

No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. The Sponsor reserves the right to substitute the Prize for one of equal or greater value if the Prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with the Prize's receipt and/or use.

# 5. Promotion Drawing

The selection of a potential winner is final and binding in all matters related to the Promotion. The Sponsor will randomly select one (1) potential prize winner from all eligible entries on or around September 1, 2018.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL PRIZE WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. THE SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY AND IS VOID AND WILL NOT BE HONORED.

## 7. Verification of Potential Winner

Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by mail, email or phone. Each potential prize winner will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") (except where prohibited), which must be received by the Sponsor within ten (10) days of the date notice or attempted notice is sent, in order to claim his/her prize (if applicable). If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit within the required time period (if applicable), or the prize is returned as undeliverable, such potential winner forfeits the prize. In the event that the potential Winner is disqualified for any reason, the Sponsor will award a Prize to an alternate winner by random drawing from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules.

# 8. Publicity



Except where prohibited, participation in the Promotion constitutes winner's consent to the Sponsor's and its agents' license and use of winner's name, likeness, photograph, voice, opinions and/or hometown and state, and Art Match submission for promotional purposes in any media, worldwide, without further payment or consideration.

#### 9. General Conditions

The Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by the Sponsor in its sole discretion. In such event, the Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

### 10. Release

By participating, you agree to release and hold harmless the Sponsor, Instagram, Twitter and each of their respective divisions, affiliates, subsidiaries, officers, directors, employees, agents, and representatives (collectively, the "Released Parties") from any injury, loss, or damage to person, including death, personal injury or loss or damage to property due in whole or in part, directly or indirectly to the acceptance or use/misuse of a Prize or prizes, participation in any promotion related activity, or participation in the Promotion. By participating, you agree to release the Sponsor and any of its parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the event or acceptance, possession, or use of any Prize or prizes (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, torts (including negligence), warranty, or any other theory or cause of action.

You hereby acknowledge and agree that the relationship between entrant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that your decision to submit an entry to the Sponsor for purposes of the Promotion does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the entry, other than as set forth in these Official Rules. Neither these Official Rules nor the awarding of a prize creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between Sponsor and you.



THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, TWITTER, FACEBOOK and/or any other social media platform. By participating in the Promotion, you also agree to be bound by Saatchi Art's Terms of Service which can be found online at: https://www.saatchiart.com/terms/; and the Saatchi Art Privacy Policy, which can be found online at: https://www.saatchiart.com/privacy/. By participating in the Promotion, you also agree to be bound by the Instagram Terms of Use and Privacy Policy, which can be found online at: http://www.instagram.com and the Twitter Terms of Service and Privacy Policy, which can be found online at: http://twitter.com. To the extent of any inconsistency between the Sponsor's Terms of Use and Privacy Policy, on the one hand, and these Official Rules, on the other hand, these Official Rules control.

# 11. Limitations of Liability

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 your participation in the Promotion or receipt or use or misuse of any Prize or prizes. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the 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, the 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, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

The Released Parties do not warrant that access to any promotion will be uninterrupted. The Released Parties are not responsible for, and you hereby waive any claim arising from, any problems that may arise, including, without limitation: (i) inaccessible or unavailable networks, websites, or other connection or accessibility problems; (ii) failed, delayed or misdirected communications, including any lost, late, stolen, incomplete, illegible or undelivered entries; (iii) technical malfunctions, printing, clerical, or other errors in connection with the administration of any promotion or the offering or announcement of any prize; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with any promotion; (v) damage to a user's system occasioned by participation in any promotion; or (vi) any other errors of any kind relating to or in connection with any promotion.

# 12. Disputes



Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in the County of Los Angeles, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

#### 13. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be read here: https://www.saatchiart.com/privacy.

## 14. Winner List

To see the winner list, please write to The Saatchi Art Match Sweepstakes, Leaf Group Ltd., 1655 26<sup>th</sup> Street. Santa Monica. CA 90404.

The Sponsor: Leaf Group Ltd., 1655 26<sup>th</sup> Street, Santa Monica, California, 90404.