

**POTTERY BARN KIDS #PBKBUTTERFLY INSTAGRAM GIVEAWAY
("GIVEAWAY")
OFFICIAL RULES**

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

2. SPONSOR: The sponsor of the Sweepstakes is Williams-Sonoma, Inc., on behalf of its brand, Pottery Barn Kids ("Sponsor"), 3250 Van Ness Avenue, San Francisco, CA 94109.

3. PROMOTION PERIOD: The Sweepstakes begins at 8:00:00 am PST on 3/17/14 and ends at 12:00:00am PST on 3/23/14 ("End Date").

4. ELIGIBILITY: The Sweepstakes is open only to residents of the 50 United States of America or the District of Columbia or Canada (Excluding Quebec) who are 18 years of age or older as of their time of entry with an Instagram account. Employees of Sponsor, its prize providers and licensors, and each of the foregoing entities' affiliates, authorized designees and other related entities, and any other individual or entity associated with the development, judging or administration of the Sweepstakes (collectively, the "Promotion Entities"), as well as members of such employees' immediate families (spouses, children, siblings, parents), and persons living in the same household as such persons, whether or not related, are not eligible to participate in the Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or with Facebook.

5. HOW TO ENTER: There is one (1) way to enter the Sweepstakes: To enter, visit the Pottery Barn Kids Instagram Contest page located at www.instagram.com/potterybarnkids (the "Website"), and click "follow" to start following @potterybarnkids on Instagram. Upload a photo of your little one in front of our butterfly photo booth located in our stores OR upload a photo of your child dressed as a butterfly to Instagram and tag with hashtag #PBKBUTTERFLY. You must be a member of Instagram to enter. If you do not have an Instagram account, you can sign up for one here for free: <http://instagram.com/>. Limit one (1) entry per person and per Instagram account. Each Submission that is entered into the Sweepstakes must meet the following "**Submission Requirements**" (any Submission that, in Sponsor's sole and absolute discretion, violates the following criteria may be disqualified): (a) the Submission must be the submitting entrant's original, previously unpublished work and not contain any third party copyrighted material other than products sold by Pottery Barn; (b) the entrant should be able to provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Submission to remain in the Contest). Submissions must be received during the Promotion Period. No substitutions of new versions of the Submission will be accepted under any circumstances once the original

Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion to be disparaging of Sponsor, obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry. All requested information on the submission page must be completed to enter and to be eligible to win. Any communication or information transmitted to Sponsor by e-mail or otherwise is and will be treated as non-confidential and non-proprietary. You are providing your information to Sponsor. Sponsor is the official timekeeper for the Sweepstakes. All entry information and materials become the property of Sponsor and will not be acknowledged or returned. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Sweepstakes will be used in accordance with the online privacy policy available at www.potterybarn.com.

- 6. PRIZES: One (1) \$100 Pottery Barn Kids gift card (approximate retail value ("ARV"): \$100) (gift cards subject to standard gift card terms and conditions; see gift card for details). Prizes will be delivered only to an address in the United States or Canada (excluding Quebec). No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value, in whole or in part, for any reason. THE WINNER IS RESPONSIBLE FOR REPORTING AND PAYING ANY AND ALL INCOME, SALES OR EXCISE TAXES THAT MAY APPLY TO ACCEPTING PRIZES; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.

7. ODDS: Many will enter, only one (1) will win. Actual odds of winning depend on the number of eligible entries received.

8. WINNER SELECTION: The winners will be determined by a computerized random selection conducted by Sponsor from among all eligible entries on or around 3/24/14 in San Francisco, California. If winner is a Canadian resident, a mathematical skill-testing question must be correctly answered to win. All results of the selections are final and binding, subject to these Official Rules. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the prize, the prize may be forfeited and awarded to an alternate winner. No more than the advertised number of prizes will be awarded.

9. NOTICE TO WINNER: Attempts to notify potential winner will be made by commenting on the winner's Instagram photo. Sponsor is not responsible for email, telephone or other communication problems of any kind. If, despite reasonable efforts, a potential winner does not respond within fifteen (15) days of the first notification attempt (or such shorter time as exigencies may require), or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected.

10. VERIFICATION OF WINNERS: Potential winner may be required to execute an Affidavit of Eligibility, a W-9 form, a Liability Release, and (where imposing such condition is legal) a

Publicity Release (collectively, "Prize Claim Documents"). If a potential winner is less than the age of majority in his or her jurisdiction of primary residence, a "minor," at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of winner, or the parent or legal guardian of winner will be required to ratify and sign the Prize Claim Documents. If any potential winner (or such winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within fifteen (15) days of prize notification (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected.

11. SWEEPSTAKES ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ENTRIES THAT ARE ENTERED BY OTHER THAN HUMAN MEANS (SUCH AS BY AN AUTOMATED COMPUTER PROGRAM OR ANY NONHUMAN MECHANISM, ENTITY, OR DEVICE), IN EXCESS OF THE STATED LIMIT, OR FOR ENTRIES THAT ARE LATE, FORGED, DESTROYED, LOST, MISPLACED, STOLEN, MISDIRECTED, TAMPERED WITH, INCOMPLETE, DELETED, DAMAGED, GARBLED, OR OTHERWISE NOT IN COMPLIANCE WITH THESE OFFICIAL RULES, AND ALL SUCH ENTRIES WILL BE DISQUALIFIED. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES: (A) TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL APPLICABLE LAWS AND ALL DECISIONS OF SPONSOR WHICH SHALL BE BINDING AND FINAL; (B) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THE OFFICIAL RULES; (C) TO WAIVE ALL OF HIS OR HER RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST ANY OF THE SWEEPSTAKES ENTITIES; AND (D) TO RELEASE, INDEMNIFY, AND HOLD HARMLESS EACH OF THE SWEEPSTAKES ENTITIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM ANY LIABILITY (INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY PROPERTY LOSS, DAMAGE, PERSONAL INJURY, BODILY INJURY, DEATH, LOSS, EXPENSE, ACCIDENT, DELAY, INCONVENIENCE OR IRREGULARITY), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE OUTSIDE ATTORNEY'S FEES) THAT MAY ARISE IN CONNECTION WITH THE ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES, (II) TYPOGRAPHICAL ERRORS IN THE OFFICIAL RULES OR ANY SWEEPSTAKES PROMOTIONAL MATERIALS, (III) ACCEPTANCE OR POSSESSION, DEFECTS IN, USE, MISUSE OR INABILITY TO USE ANY PRIZE (OR ANY COMPONENT THEREOF), (IV) ANY CHANGE BY ANY COMPANY OR ANY OTHER PERSON PROVIDING ANY OF THE COMPONENTS OF A PRIZE DUE TO REASONS BEYOND ANY OF THE SWEEPSTAKES ENTITIES' CONTROL OR AS OTHERWISE PERMITTED HERE UNDER, (V) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION, OR MODIFICATION OF THE SWEEPSTAKES, (VI) HUMAN ERROR, (VII) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT OR TRANSMISSION OF ANY PART OF THE ENTRY (INCLUDING, WITHOUT LIMITATION, THE ENTRY INFORMATION OR ANY PARTS THEREOF), (VIII) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF ANY WEBSITE OR ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEM, COMPUTER DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, OR INTERNET SERVICE PROVIDER UTILIZED BY ANY OF THE SWEEPSTAKES ENTITIES OR BY AN ENTRANT, (IX) INTERRUPTION OR INABILITY TO ACCESS THE SWEEPSTAKES, ANY SWEEPSTAKES-RELATED WEB PAGES, OR ANY ONLINE SERVICE VIA THE INTERNET DUE TO HARDWARE OR SOFTWARE COMPATIBILITY PROBLEMS, (X) ANY DAMAGE TO ENTRANT'S (OR ANY THIRD PERSON'S) COMPUTER OR ITS CONTENTS RELATED TO RESULTING FROM ANY PART OF THE

SWEEPSTAKES, (XI) ANY LOST OR DELAYED DATA TRANSMISSIONS, OMISSIONS, INTERRUPTIONS, DEFECTS, OR ANY OTHER ERRORS OR MALFUNCTIONS, (XII) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSIONS ON THE PART OF ANY OF THE SWEEPSTAKES ENTITIES, OR ANY OF THEIR AGENTS OR EMPLOYEES, OR (XIII) ANY OTHER CAUSE, CONDITION OR EVENT WHATSOEVER BEYOND THE CONTROL OF ANY ONE OR MORE OF THE SWEEPSTAKES ENTITIES. EACH WINNER HERE BY ACKNOWLEDGES THAT THE SWEEPSTAKES ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR COMPONENT THEREOF, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES PROVIDED BY ANY OF THE PRIZE PROVIDERS ASSOCIATED WITH THIS SWEEPSTAKES.

12. Acceptance of a prize constitutes winner's permission for Sponsor to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising or publicity purposes, worldwide, and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.

13. Sponsor reserves the right to suspend or cancel the Sweepstakes or modify these Official Rules as necessary for any reason or as required by applicable law. Sponsor reserves the right, in its sole discretion, to disqualify from the Sweepstakes, and ban from any future promotions, any person it believes to have intentionally violated these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or to have tampered with any element of the Sweepstakes without notice to the disqualified or banned person.

14. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes 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 laws rules or provisions. Any legal claims arising out of or relating to the Sweepstakes or these Official Rules must be brought in the federal or state courts located in Los Angeles, California.

15. To obtain any legally-required winners list (after the conclusion of the Sweepstakes) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: Pottery Barn Kids, 3250 Van Ness Avenue San Francisco CA 94109. Please specify "winners list" or "Official Rules" and the name of the Sweepstakes in your request.