

## JUNK GYPSY 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 Contest is Williams-Sonoma, Inc. on behalf of its brand, PBteen ("Sponsor"), 3250 Van Ness Avenue, San Francisco, CA 94109

3. PROMOTION PERIOD: The Junk Gypsy Giveaway (the "Contest") begins at 12:00:01 am Pacific Time on September 25, 2014 and ends at 11:59:59 pm Pacific Time on October 4, 2014 ("End Date").

4. ELIGIBILITY: The Contest is open only to residents of the 50 United States of America or the District of Columbia who are between 13 and 35 years of age at time of entry. Additionally, if you are between the ages of 13 and 18, you represent that your parent or legal guardian has reviewed and agrees to these Official Rules. 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 "Contest 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 Twitter.

5. HOW TO ENTER: There are four ways to enter the Sweepstakes: Option 1: Go to Instagram (either via the mobile app or [www.instagram.com/pbteen](http://www.instagram.com/pbteen)), follow PBteen, share a photo of

our Pop-Up Shop in Round Top, Texas (the “Photo”), and include #junkgypsy4pbteen in your post. Option 2: Go to Twitter (either via the mobile app or [www.twitter.com/potterybarnteen](http://www.twitter.com/potterybarnteen)), follow PBteen, share a photo of our Pop-Up Shop in Round Top, Texas (the “Tweet”), and include #junkgypsy4pbteen in your post. Option 3: Go to Instagram (either via the mobile app or [www.instagram.com/pbteen](http://www.instagram.com/pbteen)), follow PBteen, regram your favorite PBteen Junk Gypsy moment via the @pbteen Instagram handle (the “Photo”), and include #junkgypsy4pbteen in your post. Option 4: Go to Twitter (either via the mobile app or [www.twitter.com/potterybarnteen](http://www.twitter.com/potterybarnteen)), follow PBteen, RT your favorite PBteen Junk Gypsy moment via the @potterybarnteen Twitter handle (the “Tweet”), and include #junkgypsy4pbteen in your post. Limit: two (2) Entries per Twitter account of the Daily Sweepstakes Entry Period. Limit: two (2) Entries per Instagram account of the Daily Sweepstakes Entry Period. Each Submission that is entered into the Contest must meet the following "Submission Requirements" (any Submission that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified): (a) the Submission must be the submitting entrant's original, previously unpublished work and not contain any third party copyrighted material; (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 by the End Date. 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 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. Sponsor may engage a third party application provider (each, a “Third Party Application Provider”) to administer certain aspects of the Contest, including without limitation, the online collection of entries and other entry information. The Third Party Application Provider will provide your personally identifiable information to Sponsor, who except as set forth herein will use such information in accordance with its online privacy policy, located at [www.pbteen.com/about-us/privacy-policy.html?cm\\_type=fnav](http://www.pbteen.com/about-us/privacy-policy.html?cm_type=fnav), and the Third Party Application Provider may also use your information for its own independent purposes in accordance with its own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider. You should carefully review the privacy practices of any third party to determine their specific privacy policies. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider. Any communication or information transmitted to Sponsor or the Website by e-mail or otherwise is and will be treated as non-confidential and non-proprietary. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by Sponsor. Sponsor is the official time keeper for the Contest. All entry information and materials, including any copy of the Submission submitted to Sponsor, become the property of Sponsor and will not be acknowledged or returned. Unlimited number of entries per person.

#### 4. REPRESENTATIONS AND WARRANTIES;

**INDEMNIFICATION:** Each person who enters the Contest represents and warrants as follows: (a) the Submission is the entrant's own original, previously unpublished, and previously unpublished work; (b) the Submission does not contain any harmful computer code and is not otherwise corrupted; (c) as of the

date of submission, the Submission is not the subject of any actual or threatened litigation or claim; (d) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (e) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or obscene. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the covenants, representations and warranties of entrant hereunder.

5. GRANT OF RIGHTS: By making a Submission in connection with the Contest, each entrant into the Contest hereby (a) irrevocably grants to Sponsor and its affiliates, and their respective successors and assigns, a non-exclusive, transferable, fully-paid, royalty-free, worldwide, perpetual, license, including the unlimited right to sublicense, to use, copy, edit, modify, alter, transcode, adapt, translate, publicly perform, publicly display, store, reproduce, transmit and distribute the Submission by means of any and all media and devices whether now known or hereafter devised, including, without limitation, on the PBteen website and PBteen Instagram page; and (b) agrees to assign all right, title, and interest in and to their Submission to Sponsor if such Submission is selected as a winning Submission; and (c) agrees to execute all further documents respecting the Submission requested by Sponsor, including any further license or assignment, in order for Sponsor to use the Submission as contemplated by the Contest. Each entrant irrevocably waives any and all so-called moral rights they may have in the Submission. For clarity, Sponsor has the right (but not the obligation) to publish any Submission on the Website.

6. IMPORTANT NOTE: Any entrant who incorporates any intellectual property owned by a third party into his or her Submission does so at his or her own risk. Without in any way

limiting, expanding or amending the Terms of Use policy residing on Sponsor's website, [www.pbteen.com](http://www.pbteen.com), (the "Website") which Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Website because of such infringement, such Submission may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Submission has been or can be sufficiently cleared for legal purposes.

6. **PRIZES:** One (1) grand prize winner will receive a \$500 Junk Gypsy PBteen Prize Pack (approximate retail value ("ARV"): \$500). Prizes will be delivered only to an address in the United States. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. 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 if any prizes are unavailable, in whole or in part, for any reason. **WINNERS ARE 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. **DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the

Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

8. WINNER SELECTION: The winners will be determined by a computerized random selection conducted by Sponsor from among all eligible entries on or around 10/5/14 in San Francisco, California. 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. Each participant acknowledges and agrees that the verification decisions of the Sponsor and/or Administrator shall be final, binding and conclusive in all matters relating to the Sweeps. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to mechanical errors or for any reason, more potential winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. In no event will more than the advertised number of prizes be awarded.

9. NOTICE TO WINNER: Attempts to notify potential winners will be made by commenting to the Instagram or Twitter user handle given on the Submission. Sponsor is not responsible for e-mail, telephone or other communication problems of any kind. If,

despite reasonable efforts, a potential winner does not respond within seven (7) 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 winners may be required to execute a Submission license or assignment, affidavit of eligibility, liability release, and (where imposing such condition is legal) a publicity release (collectively, "Prize Claim Documents"). If a winner is a minor, at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within fourteen (14) 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. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, photographs, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant acknowledges that many ideas or

photographs may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

13. CONTEST 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 NON-HUMAN 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. ENTRANTS AGREE THAT THE CONTEST ENTITIES AND INSTAGRAM (A) SHALL NOT BE RESPONSIBLE OR LIABLE FOR, AND ARE HEREBY RELEASED FROM, ANY AND ALL COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DEATH AND BODILY INJURY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATION IN THE CONTEST OR ANY CONTEST-RELATED ACTIVITY, OR FROM ENTRANTS' ACCEPTANCE, RECEIPT, POSSESSION AND/OR USE OR MISUSE OF ANY PRIZE, AND (B) HAVE NOT MADE ANY WARRANTY, REPRESENTATION OR GUARANTEE EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH RESPECT TO ANY PRIZE, INCLUDING, WITHOUT



LIMITATION, TO SUCH PRIZE'S QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. BY ENTERING THE CONTEST, EACH ENTRANT AGREES: (A) TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL APPLICABLE LAWS AND ALL DECISIONS OF SPONSOR AND THE INDIVIDUAL JUDGES 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 CONTEST ENTITIES; AND (D) TO RELEASE, INDEMNIFY, AND HOLD HARMLESS EACH OF THE CONTEST 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 AND COSTS) THAT MAY ARISE IN CONNECTION WITH: (I) THE ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST, (II) TYPOGRAPHICAL ERRORS IN THE OFFICIAL RULES OR ANY CONTEST 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 CONTEST ENTITIES' CONTROL OR AS OTHERWISE PERMITTED HEREUNDER, (V) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION, OR MODIFICATION OF THE CONTEST, (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 THE WEBSITE OR ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEM, COMPUTER DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, OR INTERNET SERVICE PROVIDER UTILIZED BY ANY OF THE CONTEST ENTITIES OR BY AN ENTRANT, (IX) INTERRUPTION OR INABILITY TO ACCESS THE CONTEST, ANY CONTEST-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 OR RESULTING FROM ANY PART OF THE CONTEST, (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 CONTEST 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 CONTEST ENTITIES. EACH WINNER HEREBY ACKNOWLEDGES THAT THE CONTEST 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 CONTEST.

12. Acceptance of a prize constitutes each winner's permission for Sponsor to use such 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 Contest 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 Contest, 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 Contest 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 Contest 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 Contest or these Official Rules must be brought in the federal or state courts located in San Francisco, California.

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