

#behometogether Give Thanks Instagram Contest
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 12:00:00 am PST on 11/12/15 and ends at 12:00:00am PST on 11/29/15 ("End Date").

4. ELIGIBILITY: The Sweepstakes is open only to residents of the 50 United States of America or the District of Columbia who are 13 years of age or older at time of entry. If under the age of majority, the entrant's parent or legal guardian must read and agree 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 "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, Facebook.

5. HOW TO ENTER: There is one (1) way to enter the Sweepstakes; open the Instagram app www.instagram.com and upload your photo containing Pottery Barn Kids, Pottery Barn, or Pottery Barn Teen product and apply the hashtag #behometogether and tag either @potterybarnkids, @potterybarn, or @pbteen to the caption of your photo to enter the contest. Your Instagram profile must be public for your entry to count. Unlimited entries per Instagram account per Entry Period. Entries must be received before the End Date. 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 <http://www.potterybarnkids.com>

6. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION: Each person who enters the Sweepstakes 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 Sweepstakes 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.

7. GRANT OF RIGHTS: By making a Submission in connection with the Sweepstakes, each entrant into the Sweepstakes 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 Website; 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 Sweepstakes. 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.

8. PRIZES: One (1) Grand Prize of (1) Pottery Barn \$2,500 gift card (Approximate Retail Value "ARV"): \$2,500) will be available to the winner. 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. 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.

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

10. WINNER SELECTION: The winners will be determined by a computerized random selection conducted by Sponsor from among all eligible entries on or around 11/30/15 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.

11. NOTICE TO WINNER: Attempts to notify potential winner will be made by commenting directly on the winners 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 five (5) 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.

12. VERIFICATION OF WINNERS: Potential winner may be required to execute an Affidavit of Eligibility, 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 five (5) days of prize notification (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected.

13. 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 HEREUNDER, (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 OR 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 HEREBY 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 AS SOCIATED WITH THIS SWEEPSTAKES.

14. 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.

15. 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.

16. 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.

17. 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 Content + Community Team, 3250 Van Ness Avenue, San Francisco, CA 94109. Please specify "winners list" or "Official Rules" and the name of the Sweepstakes in your request.