

## #SHUTTERFLYSUMMER SOCIAL CONTEST OFFICIAL RULES

POST YOUR FAVORITE SUMMER PHOTOS FOR A CHANCE TO WIN \$1000 SFLY CREDIT. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. **SPONSORS:** This promotion (the "Contest") is sponsored by Shutterfly, Inc., 2800 Bridge Parkway, Redwood City, CA 94065, subject to the following terms and conditions. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

**ELIGIBILITY:** The Contest is open to legal residents of the United States, excluding Rhode Island, Puerto Rico, and other U.S. territories. Void where prohibited by law. Entrant must be at least 18 years of age at time of entry and possess a valid form of identification. Invalid or ineligible entries shall be excluded from consideration. Employees of Sponsors, their respective parents, subsidiaries, affiliated companies, and agents, and foregoing employees' household or immediate family members (defined as parent, spouse, child, sibling, or grandparent) are NOT eligible to enter the Contest. By their submission of entry, nominator must warrant they are legally entitled and authorized to make such submission, either on their own behalf, or as to information submitted upon the express authorization of another on whose behalf the information is submitted.

### 2. HOW TO ENTER:

You may participate in the Contest through Facebook by uploading a photo of your favorite summer/vacation photo to Instagram or Twitter and tagging it with #ShutterflySummer, and visiting the Contests Site at <http://bit.ly/1JvNNuw>, and following the entry instructions to agree to these Official Rules and enter a valid email address. In addition, tag a friend on our Instagram posts to give you and your friend a chance to be randomly selected to win one of the "Friend Prizes". Entries become the property of the Sponsor, not Facebook, Instagram or Twitter, and will not be acknowledged or returned. You may not enter more than once or using more than one Facebook account, email address, identity, username, or registration.

3. **TIMING:** The Contests begins at 12:00 a.m. Pacific Time ("PT") on August 28, 2015 ("Start Date"), and ends at 11:59 p.m. PT on September 13, 2015 (the "End Date," and such period, the "Contests Period").
4. **PRIZES AND ODDS:** Total approximate retail value (ARV) for primary entrant prizes: US \$1750. The prizes are as follows:

One (1) "Grand Prize" for \$1000 credit toward Shutterfly merchandise.

One (1) "Second Place Prize" for \$500 credit toward Shutterfly merchandise.

One (1) "Third Place Prize" for \$250 credit toward Shutterfly merchandise

Total approximate retail value for Friend Prizes: US \$156.95

One (1) "Travel Pack" including a luggage tag, reusable bag and water bottle.

One (1) 500 4" x 6" photo prints

One (1) 8" x 8" photo book

One (1) ceramic mug

Prizes are nontransferable and must be accepted as awarded. Winner will be responsible for all taxes (federal, state, and local) and all expenses not listed herein related to acceptance and use of any prize. Prize will be awarded if properly claimed. Limit one prize per household.

5. **DRAWING:** Winner(s) will be selected by random drawing from all valid eligible entries received. The drawing will be held during September 14, 2015 through September 20, 2015 and winners will be announced on September 21, 2015. The drawing will be conducted by Sponsor, whose decisions on all matters related to the Contest will be final and binding and within their sole discretion. Winning is contingent upon compliance with all terms and conditions set forth in these official rules; any entry drawn or any potential winner identified thereby found at any time to fail to comply with these official rules will be held invalid and ineligible for award.
6. **NOTIFICATION; RESPONSE REQUIREMENTS; LIST OF WINNERS:** Winner(s) will be notified by phone, U.S. mail and/or email on or about September 14, 2015. Within forty-eight (48) hours of notification, winners must respond to Sponsors. Within ten (10) days of notification, winners must complete, execute and return to Sponsors proof of eligibility, any tax form, affidavit, waiver, release, indemnity agreement, and/or any additional documents required by Sponsors in Sponsors' sole discretion. Failure to comply with the requirements of this paragraph (or the return of any prize or prize notification as non-deliverable) may result in disqualification and in the forfeiture of any right to a prize, in which case prize will be awarded to an alternate by random drawing. A list of winners will be available for six months after award of prizes by sending a self-addressed envelope with sufficient prepaid postage to:

Shutterfly, Inc.  
Attn: #ShutterflySplash  
2800 Bridge Parkway, Redwood City  
CA 94065

Residents of Vermont do not have to include return postage.

7. **PRIVACY POLICY:** Submissions of entries are subject to Shutterfly's privacy policy, which can be found at <http://www.shutterflyinc.com/privacy.html>, which terms and conditions entrants accept and agree to by submission of entries pursuant to these official rules. By entering the Contests, you opt to receive future communications from Sponsors and/or any promotional partners. Your information will not be provided to Facebook.
8. **RELEASE:** By participating in the Contests and/or accepting a prize, a participant/winner agrees to defend, release and hold harmless the Sponsors and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, employees, representatives and agents, and Facebook, Instagram and Twitter (collectively "Releasees") from and against any actions, claims and/or liability for injury, death, loss or damage of any kind, (including the violation or infringement of any proprietary or personal right of any individual or entity) resulting in whole or in part, directly or indirectly, from participation in the Contests, and/or the use, misuse, inability to use, defect, delivery, acceptance, receipt or possession of a Contests prize, and/or participation in a Contests prize-related activity, including any action, claim or liability arising from the unauthorized submission of any information.

By participating in the Contests and/or accepting a prize, nominator and nominee/winner consent to and give the Sponsor the right to use, publish, and display a winner's (and where applicable a participant's) photograph, full name, city and state, and prize awarded, for advertising, trade, publicity and/or promotional purposes, in any media now known or hereafter discovered, worldwide, and on the Web, without review, notification or approval, all without additional consideration, unless prohibited by law.

9. **CONDITIONS:** Participants agree that by participating they release the Releasees from any liability in connection with: a) Entries that are ineligible as a result of being lost, late, illegible, damaged, incomplete, stolen, postage due, or misdirected; b) Any typographical or other human or technical errors in the offer or administration of the Contests, including but not limited to errors in advertising, these official rules, the selection and announcement of a winner(s), or the distribution/awarding of a prize(s); c) Any omission, interruption, deletion, defect, delay, misdirection, damage, injury, technical malfunctions or traffic congestion on the Internet/telephone network, or at any website, or any combination thereof; and d) Any claim by nominee that nominator does not have nominee's authorization to participate in the Contest or the release of nominee's photograph.

Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the term and conditions of the Contests. In the event that the Contests is infected by a computer virus/worm, or is not capable of running or being executed as planned (as a result of but not limited to an error, omission, defect, delay, misdirection, tampering, unauthorized intervention, fraud, action of entrants, or technical failure) or any other cause which in the sole opinion of Sponsors corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contests, Sponsors reserve the right in their sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend the Contests. In the event of such cancellation, termination, modification or suspension, notice thereof will be posted at the entry website(s) mentioned above, and winner(s) will be determined solely by Sponsors in a random drawing from among all eligible non-suspect and/or non-disqualified entries. In such event, Releasees shall have no liability to any participant who is disqualified due to such an action. Failure to enforce any term of these official rules shall not constitute a waiver of that provision.

10. **LAW:** Subject to all federal, state, and local laws and regulations. Void where prohibited or restricted. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or Sponsor in connection with any drawing or award, shall be governed by, and construed in accordance with the laws of, the State of California, without regard to conflict of law principles. Any cause of action by you with respect to the offer (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in above. The language in these official rules shall be interpreted as in accordance with its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with the offer of these official rules shall be brought solely in San Mateo County, California. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.