

2019 SHUTTERFLY SUMMER CONTEST OFFICIAL RULES

SHARE A PHOTO OF WHAT SUMMER MEANS TO YOU FOR AN OPPORTUNITY TO WIN \$500 SHUTTERFLY GIFT CERTIFICATE AND 180,000 HAWAIIANMILES. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. **SPONSOR:** This promotion (the “Contest”) is sponsored by Shutterfly, Inc., 2800 Bridge Parkway, Redwood City, CA 94065. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Wyng, Twitter, or Instagram.
2. **ELIGIBILITY:** The Contest is open to legal residents of the United States, excluding 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. Employees of Sponsor or any prize provider, 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 or win a prize. By their submission of entry, Entrant warrants that 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.
3. **HOW TO ENTER:** To enter this contest, Entrants must: (1) navigate to the Contest Site at <https://www.shutterfly.com/sweepsandcontests/>, (2) follow the instructions on how to submit an entry (the “Submission”), including providing their first and last name and email address and/or using the hashtag #ShutterflySummerContest on Instagram from a public profile for their entry to count (Instagram entries require Entrants to claim their entry at the corresponding bitly, including providing their email address) and (3) share a photo of what summer means to them (all #ShutterflySummerContest Instagram entries must claim their entry with an email address by following the bitly in the after-submission message).

Additionally, Entrants may also be entered to win two (2) free cotton tote bags or two (2) free mason jars by tagging a friend in comment section of the Instagram posts.

By uploading your Submission, you agree that your Submission conforms to the Content Restrictions listed below (collectively, the “Restrictions”) and that the Sponsor may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Restrictions.

Entries become the property of the Sponsor and will not be acknowledged or returned.

Content Restrictions:

- The Submission must not contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights;
- The Submission must not contain any trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including

photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by any third party, without permission;

- The Submission must not contain any personal identification, such as license plate numbers, last names (first names are permitted), e-mail addresses or street addresses for any person other than Entrant, or otherwise infringes on the privacy of any person other than an Entrant;
 - The Submission must not disparage any person or entity;
 - The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, and/or defamatory;
 - The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
 - The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
4. For All Submissions: You may submit only one Submission during the Contest period. Submissions received from any person or email address in excess of the stated limit, whether through multiple or different applicable accounts or means, will be void. Each Entrant must have signed permission from all individuals (parents/legal guardian of children, if featured and if not your own) that appear in the Submission to use their name and image in the Submission and to grant the rights set forth herein. If requested by Sponsor, Entrant must be able to provide such permissions in a form acceptable to Sponsor. TIMING: The Contest begins at 12:00 a.m. Pacific Time ("PT") on July 22, 2019 ("Start Date"), and ends at 11:59 p.m. PT on August 4, 2019 (the "End Date," and such period, the "Contests Period").

5. PRIZES:

Total value for Shutterfly gift certificate prizes: US \$900. Total Approximate Retail Value ("ARV") for Hawaiian Airlines prize: US \$5,238. Prizes are as follows:

- One (1) "Grand Prize" will receive the following:
 - 180,000 HawaiianMiles
 - \$500 Shutterfly Gift Certificate
- One (1) "Second Place Prize" for \$300 Shutterfly Gift Certificate.
- One (1) "Third Place Prize" for \$100 Shutterfly Gift Certificate.

Total retail value for Instagram Bonus Prizes: US \$73.94

- Two (2) Cotton Tote Bags: \$16.99 each
- Two (2) Mason Jars: \$19.98 each

Prizes are nontransferable. Winners 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.

TERMS AND CONDITIONS

Shutterfly Gift Certificate

Gift certificate can be applied toward purchases (including taxes, shipping, and handling) made at shutterfly.com. Gift certificate will never expire. To redeem, you must have or create a Shutterfly account and enter the code into your account. Any unused balance will be stored in your Shutterfly account for future purchases. Not valid on prepaid plans, gift certificates, videograms, orders placed for in-store pick up, purchases made on the Shutterfly iPhone, iPad, and Android apps or Shutterfly Pro Galleries. Cannot be redeemed for cash (except as required by law). Not valid for resale. Shutterfly is not responsible for lost or stolen certificates. The use of the certificate is governed by the laws of the State of California.

Hawaiian Airlines Miles

- (a) Winner must depart from a U.S. airport that services Hawaiian Airlines. Winner must book his/her own travel using airline miles provided to winner by Hawaiian Airlines. Sponsor will provide/mail a HawaiianMiles prize certification with instructions for winner to redeem the miles directly into their HawaiianMiles account. Winner must follow the instructions on how to activate the awarded HawaiianMiles prize in his/her Hawaiian Airlines HawaiianMiles account within three (3) months of the date of the prize certification. Redemption instructions will be set forth in the prize certification. Winner must establish a free Hawaiian Airlines HawaiianMiles account if he/she does not have such an account. HawaiianMiles accounts are free to open.. By submitting your information and creating a HawaiianMiles account, you agree to the HawaiianMiles program rules and conditions and privacy policy. If you do not agree to such program rules and conditions and privacy policy, you cannot become a HawaiianMiles member, and you may not participate in this Contest. HawaiianMiles can be redeemed by the winner immediately after winner opens a HawaiianMiles account and follows the instructions on the prize certificate. HawaiianMiles will expire pursuant to the program's terms and conditions and will expire within eighteen (18) months if there is no activity. Winner's travel arrangements to and from the airports is not part of the prizes and is the sole responsibility of winner. This includes all travel to and from airports that service Hawaiian Airlines. The HawaiianMiles prize restrictions and conditions stated herein are not all-inclusive and may be subject to additional restrictions and conditions which may be stated in the prize certification. All details of the HawaiianMiles prize restrictions not set forth herein shall be determined solely by Hawaiian Airlines.
- (b) Except as provided herein, no cash or prize substitution is allowed except at the discretion of Hawaiian Airlines, who reserves the right to substitute a prize with one of comparable or greater value. If a prize cannot be awarded due to circumstances beyond the reasonable control of Hawaiian, a substitute prize of comparable or greater retail value may be awarded; provided, however, that if a prize is awarded but unclaimed or forfeited by the winner, the prize might not be re-awarded, in Hawaiian's sole discretion. By accepting prize, prize winners acknowledge compliance with these official rules.
- (c) Miles accrued, awards, and benefits issued are subject to change and are subject to the rules of the HawaiianMiles program located at HawaiianAirlines.com/legal/hawaiianmiles-terms-and-conditions. Hawaiian may change the HawaiianMiles Program at any time and without notice, which changes may include without limitation, changes to the rules, regulations, travel awards and

- special offers or a termination the HawaiianMiles Program. Hawaiian and its subsidiaries, affiliates and agents are not responsible for any products or services of other participating companies and partners. Taxes and fees related to award travel are the responsibility of the member. Information in these Official Rules that relates to the HawaiianMiles Program does not purport to be complete or comprehensive and may not include all of the information that a member may believe is important, and is qualified in its entirety by reference to all of the information on the HawaiianAirlines.com website and found in the HawaiianMiles Program rules. For complete details about the HawaiianMiles Program, go to www.HawaiianAirlines.com/HawaiianMiles.
- (d) Flights are subject to the fare rules and the Domestic Contract of Carriage of Hawaiian Airlines. Flights are available on the regular scheduled services of Hawaiian Airlines and are subject to seasonal embargos and availability at the time of booking. The Sponsor and Hawaiian Airlines Contest are not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner. The winner will not be entitled to accrue HawaiianMiles or any other frequent flyer points on the travel or accommodation. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
 - (e) Winner is responsible for obtaining all necessary travel documentation (e.g., ID card, passport, etc.) required for the booked travel.
 - (f) The ARV for the HawaiianMiles prize may vary depending upon points of departure and destination and fare fluctuations. The ARV for the HawaiianMiles prize is an estimate made before the Contest begins. The winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules.

Cotton Tote Bag

Offer expires December 31st, 2019 (11:59 P.M. PT). Offer is good for one free cotton tote bag through shutterfly.com, our mobile-friendly site or the Shutterfly app. Shipping and processing will apply. Not valid on other products and prior purchases. Cannot be combined with free shipping. Offer can only be redeemed once per account and/or billing address. Code can only be entered once. Taxes may apply. We reserve the right to refuse or cancel orders for any reason at our sole discretion, including, but not limited to: promotion errors, price inaccuracies, fraudulent use or general misuse of offer codes and selecting more free gifts than set forth in your individual offer terms. Offer cannot be redeemed for cash or combined with select offers or credits. Not valid for resale. We reserve the right to modify or replace any part of these terms and conditions without notice, at our sole discretion. Valid while supplies last.

Mason Jar

Offer expires December 31st, 2019 (11:59 P.M. PT). Offer is good for one free mason jar through shutterfly.com, our mobile-friendly site or the Shutterfly app. Shipping and processing will apply. Not valid on other products and prior purchases. Cannot be combined with free shipping. Offer can only be redeemed once per account and/or billing address. Code can only be entered once. Taxes may apply. We reserve the right to refuse or cancel orders for any reason at our sole discretion, including, but not limited to: promotion errors, price inaccuracies, fraudulent use or general misuse of offer codes and selecting more free gifts than set forth in

your individual offer terms. Offer cannot be redeemed for cash or combined with select offers or credits. Not valid for resale. We reserve the right to modify or replace any part of these terms and conditions without notice, at our sole discretion. Offer valid while supplies last.

6. JUDGING: Between 9:00 a.m. PT on August 5, 2019 and 11:59 p.m. PT on August 9, 2019, a panel of judges appointed by Sponsor (the "Panel") will review eligible entries and choose winners based on the following criteria:
 - (i) Content and clarity of the submitted photo and description.
 - (ii) Adherence to the theme – What is the best representation of 'Summer' based on the content submitted.

Winners will be announced the week of August 12, 2019. All decisions made by Sponsor 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.

7. NOTIFICATION; RESPONSE REQUIREMENTS: Winner(s) will be notified by phone, U.S. mail and/or email on or about August 12, 2019. Within twenty-four (24) 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 prize. In the event of a forfeiture the prize will be awarded to an alternate winner.
8. PRIVACY POLICY: Submissions 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.
9. RELEASE: By participating in the Contest and/or accepting a prize, an Entrant/winner agrees to defend, release and hold harmless each of the Sponsor and Hawaiian Airlines, Inc. and their respective parents, subsidiaries, affiliates, divisions, licensors, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, employees, representatives and agents, and Facebook, and Instagram (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 Contest, and/or the use, misuse, inability to use, defect, delivery, acceptance, receipt or possession of a Contest prize, and/or participation in a Contest's prize-related activity, including any action, claim or liability arising from the unauthorized submission of any information. Entrants further 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 Entrant that nominator Entrant does not have nominee's authorization to participate in the Contest or the release of Entrant's photograph

By participating in the Contest and/or accepting a prize, Entrant and Entrant/winner consent to and give the Sponsor the right to use, publish, and display a winner's (and where applicable an Entrant'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.

By participating in the Contest, Entrant represents and warrants that he/she has permission to participate in the Contest; tag and post Entrant's name on Twitter, Instagram or Facebook; and receive the prize.

10. **CHANGES:** Sponsors reserve the right to modify these rules as it deems necessary. Sponsors reserve the right in their sole discretion to disqualify any suspect entry or Entrant and to cancel, terminate, modify or suspend the Contest. In the event of such cancellation, termination, modification or suspension, notice will be posted at the entry website(s). Releasees shall have no liability to any Entrant who is disqualified. Failure to enforce any term of these official rules shall not constitute a waiver of that provision.
11. **LAW:** Void where prohibited or restricted by law. 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 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.

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