

## 2019 SHUTTERFLY 20<sup>th</sup> ANNIVERSARY SUBMISSIONS CONTEST OFFICIAL RULES

SHARE A STORY ASSOCIATED WITH A SHUTTERFLY PRODUCT YOU GIFTED OR RECEIVED FOR AN OPPORTUNITY TO BE ONE OF THREE WINNERS AND RECEIVE PRIZES THAT INCLUDE A \$500 SHUTTERFLY GIFT CERTIFICATE AND TWO TICKETS TO THE ELLEN SHOW. 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 <http://shutterfly.wyng.com/20thAnniversary>, (2) follow the instructions on how to submit an entry (the "Submission"), including providing their first, last name, email address, (3) share a story of a memory associated with a Shutterfly product you gifted or received, and (4) upload an associated photo (optional).

By submitting your entry, 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 August 19, 2019 ("Start Date") and ends at 11:59 p.m. PT on September 8, 2019 (the "End Date," and such period, the "Contests Period").
5. PRIZES:
- Three (3) "Winners" will receive the following prizes each:
- \$500 Shutterfly Gift Certificate. Total value for Shutterfly gift certificate prizes: US \$1500.
  - Pair of tickets to a taping of The Ellen Show (Tickets will be booked upon show availability, *i.e.*, you and The Ellen Show will work out a mutually agreeable date to attend a taping.). No commercial value.

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, video grams, 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.

6. JUDGING: Between 9:00 a.m. PT on September 9, 2019 and 11:59 p.m. PT on September 13, 2019, a panel of judges appointed by Sponsor (the "Panel") will review eligible entries and choose winners based on the following criteria:
- (i) Adherence and relevancy to the theme – A touching, inspirational, creative, fun, or funny story/memory associated with a Shutterfly product you have given or received.

- (ii) Quality of content submitted based on length and uniqueness.
- (iii) Validation of authenticity of story.

Winners will be announced between September 16, 2019 and September 27, 2019. All decisions made by Sponsor on all matters related to the Contest will be final and binding and within its 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 between September 16, 2019 and September 27, 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 the Sponsor and The Ellen Show 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); and 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.

By participating in the Contest and/or accepting a prize, Entrant and nominee/ winner consent to and give the Sponsor and price 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, including social media channels/platforms (e.g. Facebook page(s), Instagram page(s), Twitter feed(s), YouTube channel(s), Snapchat

page(s), etc.) and the Web, and mobile sites and applications without review, notification or approval, all without additional consideration, unless prohibited by law.

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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