

# ***OTC Loves To Party Contest***

## OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING.**

- 1. ELIGIBILITY AND SPONSOR:** The Oriental Trading Company OTC Loves to Party Contest ("Contest") consists of a Contest that allows entrants to submit photos from an Instagram account of their summer party. A Qualified Judging Panel shall select the weekly winner and Grand Prize winner
- 2. CONTEST:** Entry for the Contest begins at 12:01 a.m. (CST) on May 9th, 2016 and ends at 11:59 p.m. (CST) on July 8th, 2016 (the "Contest Entry Period").

The Contest is open to lawful permanent U.S. residents of the 50 U.S. states and the District of Columbia who are of the age of majority in their home state as of the start date of the Contest ("Entrants" and/or "Contestants"). The Contest is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law. The Contest is sponsored by Oriental Trading Company, Inc., 5455 South 90<sup>th</sup> Street, Omaha, NE 68127 ("Contest Entity"). Employees of Contest Entity, its parents and subsidiaries, advertising and promotion agencies, Instagram and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of this Contest and their immediate families are ineligible to participate in this Contest. The Contest is not sponsored, administrated or endorsed by Instagram.

- 3. HOW TO ENTER THE CONTEST.** During the Contest Entry Period, Eligible Entrants may use their web enabled mobile device to launch the Instagram application and follow Oriental Trading Company ("OTC") on Instagram. You may visit <http://instagram.com/Orientaltrading> to locate and follow @orientaltrading. From your Instagram account, you may upload one (1) photo of your summer party. Your photo, along with the hashtag #OTParties and #contest, as well as @orientaltrading will constitute your entry into the Contest ("Entry"). Partial or incomplete submissions (e.g, posting a photo without #OTLovestoColor, #contest and @orientaltrading) will not be accepted as a Contest Entry. An Instagram account is required to enter this Contest and is available for free at <http://instagram.com> For your mobile device, check with your service provider, as data rates may apply. Entrant must complete these steps in order to be eligible to win. Entrant may only enter many different parties into the contest. Follow and post must take place before the end of the Contest deadline in order to be eligible for the Contest. All entries submitted shall become the sole property of Contest Entity and will be neither acknowledged nor returned.
- 4. CONTEST SUBMISSION GUIDELINES.** The Entry shall not have been previously published nor have won previous awards. It shall not contain any illegal, offensive, disparaging, sexually suggestive or explicit, obscene subject matter or any other content that, in Contest Entity's sole discretion, believes to be

inappropriate. Contest Entity shall ensure that any text, drawings, materials, photos or other material used in the Entry shall and will not include any third party intellectual property other than Oriental Trading Company which may be used only for Entry in the Contest. The Entrant must hold all rights or permissions to the text, drawings, colorings, materials, photos or other material used in the Entry, except as noted above. Contest Entity reserves the right to request proof of the right or permission to use third party content in the Entry in a form acceptable to Content Entity from any Entrant at any time. Failure to produce proper proof will render the Entry null and void. Entrant agrees to indemnify Contest Entity against any and all claims from any third party for any use by Contest Entity of the text, drawings, colorings, materials, photos or other content. If, in the sole discretion of Contest Entity, your text, drawings, colorings, materials, photos or other content constitutes or appears to constitute infringement of a third party's intellectual property, the Entry will be disqualified. Once submitted, your text, drawings, colorings, materials, photos and other content and all intellectual property rights associated with it becomes the property of Contest Entity and may be used by Contest Entity without any further compensation for any promotional and public relations purposes on Contest Entity's website, printed materials, social media sites or other media. All winning Entries become the intellectual property of Contest Entity and the Winners hereby assign and transfer any and all rights in the text, drawings, colorings, materials, photos or other content to OTC.

- 5. CONTEST JUDGING.** Judging of the Contest Entries will be completed within three (3) business days of the end of the Contest Period. Judging for the Contest Period will be conducted on eligible Entries received by a panel of qualified judges ("Judging Panel"). All Entries will be prescreened to insure they have correctly met the Submission Guidelines and meet with Contest Entity general standards and practices prior to any judging. ("Qualified Submissions") The Judging Panel consists of three (3) skilled marketing and merchandising professionals from Contest Entity who have years of experience in designing, marketing, sourcing and promotion.

**Judging.** The Qualified Submissions will be reviewed and scored by the Qualified Judging Panel, on a 100-point scale as follows:

- The aesthetic quality of the Entry (40 points);
- The Creativity and uniqueness of the Entry (30 points);
- The manner in which the Entry exemplifies Contest Entity's spirit (30 points)

Weekly winner will be based on this score. Out of the weekly winners a grand prize winner will be picked.

**CONTEST NOTIFICATION.** The Contest Winners will be notified by via Instagram Direct, phone, email and/or mail (as determined in the Contest Entity's sole discretion). The Contest Winners will be required to execute waiver and release forms and other documentation as provided to them by Contest Entity. The Winners have three (3) days from the date of being contacted by Contest Entity to complete and return all waiver and release forms and other required documentation required before they can receive any prize. Any Winner who

does not complete and return all forms within the specified time period will not be able to receive a prize. In the event that a Winner does not return the completed paperwork in its entirety on time, another Entrant may be selected as a Contest Winner and/or Runners Up Winner and asked to provide the required waiver and release forms, in Contest Entity's sole and absolute discretion. Contest Entity reserves the right to modify the notification procedures at any time. The Grand Prize Winner, as well as all Runners Up Winners names, location, images, likeness and other information may be announced and posted on Contest Entity's Instagram, Facebook, Twitter or other social media sites as well as in any of Contest Entity's marketing and advertising materials.

- 6. CONTEST PRIZES:** Nine (9) Weekly Contest Prizes: One (1) Grand Prize: \$500 worth of OTC Gift Cards ARV of Grand Prize: \$500. Nine (9) Weekly winner Prizes: \$100.00 OTC Gift Card. Weekly Winner prize: \$100. Total ARV of Prizes: \$100. Gift Cards are subject to the card's terms and conditions. Unless restricted by law, the Grand Prize Winner and all Weekly Winners will be required to sign waiver and release forms and return them to Contest Entity as noted in these Official Rules. If the Grand Prize Winner or any Runner up Contest Winner (i) cannot be reached; (ii) do not respond to Contest Entity's notification; (iii) fail to obtain all signatures on the releases and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive the prize for any reason, they will forfeit the prizes. No transfer, or cash or other substitution of any Prize is allowed, except that Contest Entity reserves the right, in Contest Entity's sole and absolute discretion, to substitute a prize or prize component of comparable or greater value. Allow seven (7) business days from the date the Grand Prize Winner and Runners Up Winners are selected for delivery/fulfillment of the Prize to the address provided in the declaration of eligibility and liability/publicity release form. Photos, names, and likenesses will be used for publicity purposes on Contest Entity's website and in print and other electronic media. Contest Entity will not replace any lost or stolen prize or prize component(s) once in the possession or control of a winner. In no event will expired or lost OTC Gift Cards be replaced.
- 7. CONTEST PRIZE CONDITIONS:** The Grand Prize Winner and all Weekly Winners hereby irrevocably and perpetually waive the right to assert as a cost of receiving any prize any and all costs of verification and redemption to redeem such prize and any liability which might arise from redeeming or seeking to redeem such prize. All applicable federal, state, local or other tax liabilities (including income taxes) arising from this Contest will be the sole responsibility of the prize recipients. Except where prohibited by applicable law, regulation, rule or order, the entry and acceptance of any prize constitutes permission to Contest Entity to use such Entrant's photo, name, likeness (including non-photographic and simulated), statements, biographical information, voice, and city and state address for any and all promotional or advertising purposes in connection with this Contest and/or the Contest Entity's business operations and product/service offerings, on a worldwide basis and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation of any amount or kind whatsoever.
- 8. CONTEST CONDITIONS: VOID WHERE PROHIBITED.** This Contest is subject to all applicable federal, state and local laws of the United States. By

participating, each Entrant hereby irrevocably and perpetually (a) agree to be fully and unconditionally bound by these Official Rules and the decisions of the Contest Entity and (b) waives any right to claim ambiguity in the Contest or these Official Rules. Each Contest Entrant hereby irrevocably and perpetually agrees to release, discharge, indemnify and hold harmless the Contest Entity and each of their respective officers, directors, employees, shareholders, attorneys, representatives and agents from and against any and all claims, judgments, damages, losses, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from (i) redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest, or (ii) printing, distribution, production or mailing/e-mailing/communication/transmission errors. Contest Entity or their affiliates may rescind any promotion found to contain such errors, without liability, at its sole discretion. NEITHER CONTEST ENTITY NOR THEIR REPRESENTATIVES MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (UNLESS CONTEST ENTITY ELECTS TO PROVIDE ANY PRIZE RECIPIENT WITH ANY EXPRESS WRITTEN WARRANTIES). FURTHER, CONTEST ENTITY DOES NOT ACCEPT ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

**9. RESTRICTIONS:** Contest Entity shall not be liable to an Entrant for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond Contest Entity's sole and reasonable control.

**10. LIMITATIONS OF LIABILITY:** Contest Entity is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Contest; (d) unauthorized human and/or mechanical intervention in any part of the entry process or the Contest; (e) technical or human error which may occur in the administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any Entrant's participation in the Contest or receipt or use of any prize. Contest Entity may prohibit an Entrant from participating in the Contest or receiving any prize if, in Contest Entity's sole discretion, it determines that such Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unsafe or unfair playing

practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Contest Entity's representatives. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other similar or dissimilar causes beyond the sole and reasonable control of Contest Entity which corrupt or affect the administration, security, fairness, integrity or proper, safe and fair conduct of the Contest, then Contest Entity reserves the right, exercisable at any time in its sole discretion, to cancel, terminate, modify or suspend all or any part of the Contest. CAUTION: ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ENTITY RESERVES THE UNRESTRICTED RIGHT, EXERCISABLE AT ANY TIME IN ITS SOLE DISCRETION, AND WITHOUT WAIVER OF OR LIMITATION ON ANY OF ITS OTHER AVAILABLE LEGAL AND/OR EQUITABLE RIGHTS AND REMEDIES, TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM AND AGAINST ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

**11. PRIVACY POLICY AND TERMS OF USE:** All personal information collected by Contest Entity will be used for administration of the Contest. In addition, Entrants may receive mail, catalog or email correspondence from, or on behalf of the Contest Entity or promotional partners, subject to the Contest Entity's privacy policy. Contest Entity uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Contest Entity's privacy policy link located on the Contest website for important information regarding the collection, use and disclosure of personal information by Contest Entity. Any questions regarding privacy matters should be directed to the address set out below. In addition, information provided by Entrants may be used by Contest Entity to send Entrants marketing and advertising materials by mail.

**12. DISPUTES:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Nebraska or the Nebraska District Court located in Douglas County, Nebraska; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Nebraska without giving effect to any choice of law or conflict of law rules (whether of the State of Nebraska or any

other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nebraska.

**13. RULES/WINNERS' LIST:** For a copy of these Official Rules or the name of the Grand Prize Winner and Weekly Winners, contact us after July 8th, 2016 at [aabboud@oriental.com](mailto:aabboud@oriental.com) or call 402-829-4742.