

# ETSY #TheModernDad Promotion Terms and Conditions

## Advertising disclosures:

NO PURCHASE NECESSARY TO ENTER. Promotion is open to legal residents of the United Kingdom, age 18 or older, with a Facebook, Twitter or Instagram account. Entries must be received between 2:00 PM GMT+1 on May 26, 2017 and 11:59:59 PM GMT+1 on June 18, 2017. 1 prize available. **Sponsor: Etsy UK Ltd.**

## Etsy #TheModernDad Promotion OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

The sponsor of the Etsy #TheModernDad Promotion (the "Promotion") is Etsy UK Limited, with its registered address at 35 Great St Helen's, London, EC3A 6AP (the "Sponsor").

1. **ELIGIBILITY:** Open to legal residents of the United Kingdom, age 18 years or older at the time of entry. You must also have a registered account on Facebook.com, Twitter.com or Instagram.com. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members (whether related or not), of the Sponsor and its affiliates, subsidiaries, and divisions and the Sponsor's advertising and promotion agencies ("Promotion Entities") are not eligible to enter. No purchase necessary to enter or win. Void where prohibited.
2. **PROMOTION TIMING/DESCRIPTION:** The Promotion begins at 2:00 PM Greenwich Mean Time + 1 ("GMT) on May 25, 2017 and 11:59:59 PM GMT on June 18, 2017 (the "Promotion Period"). Sponsor's designated computer is the official time keeping device for all aspects of the Promotion.
3. **HOW TO ENTER THE PROMOTION:** The Promotion consists of one (1) prize £1000 Etsy gift card. To be eligible to participate in the draw for this prize, Entrants must either:

-go to Etsy UK's Facebook page at <https://www.facebook.com/EtsyUK/?fref=ts> and (i); reply to the post (on the EtsyUK account posted in connection with the Promotion ("the Promotion Post") with an image of their dad, husband, partner or best friend owning modern parenthood using using the tags #TheModernDad and @etsyUK, (ii) like the EtsyUK facebook account and (iii) like the Promotion Post;

OR

-(i) follow Etsy UK's Twitter account or Etsy UK's Instagram account at @EtsyUK on Twitter and at @EtsyUK on Instagram, (ii) "like" the Promotion Post; and (iii) post an image of their dad, husband, partner or best friend owning modern parenthood using #TheModernDad and tagging @etsyUK in their post.

One entry per person only.

Your photo or post must be uploaded in accordance with the Instagram Terms of Service (<http://instagram.com/about/legal/terms/>), or, if you enter via Twitter, your photo or post must be

uploaded in accordance with the Twitter Terms of Service (<https://twitter.com/tos?lang=en>), or, if you enter via Facebook, your post must be uploaded in accordance with the Facebook Terms of Service (<https://www.facebook.com/terms>). Potential winners may be required to show proof of being the authorized account holder of the Instagram, Twitter or Facebook account associated with the entry.

Sponsor has the sole discretion to determine whether a post qualifies as a Submission. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. By entering, you understand and agree that your post may (in Sponsor's sole discretion) be posted online for consumers to view on the Sponsor-selected sites. Sponsor will only be posting select posts (in their sole discretion). Sponsor reserves the right to remove any posted posts, in its sole discretion, even if the post has already been made available to the public.

All entries must be received by the end of the Promotion Period. Any attempt by any Entrant to submit entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. All Entries become the property of Sponsor and will not be returned or acknowledged. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the Instagram or Facebook account. "Authorized account holder" is defined as the natural person who is assigned to an Instagram or Facebook account.

4. **PRIZE:** One (1) eligible winners will be selected in respect of the prize and, subject to compliance with these Official Rules, will be awarded the prize £1000 Etsy gift card. The Prizes may not be transferred, substituted or redeemed for cash, except at the Sponsor's sole discretion. All fees, federal, state, local taxes or other expenses relating to the use, acceptance and possession of prize are the sole responsibility of the winner.
5. **DETERMINATION OF WINNERS:** One (1) eligible winner for the prize will be selected in a random drawing to be held on or about 12:00 AM GMT in Etsy's office in London on June 20, 2017, to select one (1) potential winner. The draws will be made by computer, with EXCEL software's random draw function, under the surveillance of an employee of the Etsy Marketing department.
6. **WINNER NOTIFICATION:** The potential winner will be notified via the Instagram, Twitter or Facebook account used for entry. If the potential prize winner does not respond to the winner notification message, or if the potential prize winner does not return the notification or if an Entrant is otherwise found to be ineligible, does not provide required information, or if the selected winner cannot accept or receive the prize for any reason, the potential prize winner will forfeit the prize and an alternate winner may, in the sole discretion of the Sponsor and time permitting, be selected from among the remaining eligible entries. The Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate winner. All decisions and results of Sponsor are final and binding.
7. **ODDS OF WINNING:** The odds of being selected as the potential prize winner depend upon the number of eligible entries received during the Promotion Period.
8. **GENERAL CONDITIONS:** By entering the Promotion, Entrant warrants that Entrant has read and agrees to abide by these Official Rules and Etsy's Terms of Use, Privacy Policy, and other site policies, meets the eligibility requirements and that he or she is not prohibited from participating in the Promotion and agrees to be bound by the decisions of the Sponsor which will be final and binding in all respects. Entrant agrees that the conditions of submission set forth in these Official Rules, and all documents and agreements incorporated in these Official Rules by reference, solely govern the relationship between Entrant and the Sponsor in connection with this Promotion. The Sponsor reserves the right to amend these terms and conditions at any time. The

Sponsor reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Sponsor deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Sponsor. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

9. **LIABILITY:**

By participating in this Promotion and/or by accepting any prize, save for cases of death or personal injury caused by negligence of any Released Party or cases of loss or damage caused by fraud of, or breach of these Official Rules by, a Released Party, Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators to release the Promotion Entities, Facebook Inc., Instagram Inc., and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from or in connection with participation in this Promotion and/or acceptance or use of any awarded prize, and to indemnify Released Parties from any and all liability resulting or arising from the Promotion.

By participating in this Promotion, you grant Sponsor permission (except where prohibited by law) to use any winner's name, likeness, prize won, Avatar, Etsy ID, hometown, likeness and/or comments about winning for purposes of online posting, advertising, promotion and publicity relating to the Promotion, and in any and all media, now or hereafter known, throughout the world for three years from the date the winner was confirmed as a winner without additional compensation, notification, permission or approval.

10. **WAIVER:**

Released Parties are not responsible for any technical, mechanical, or other error of any kind resulting from force majeure circumstances beyond their reasonable control and relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, the processing of entries, the announcement of the prize or any Promotion-related materials caused by such force majeure event. Participation to the Promotion by internet implies the acknowledgement by the Entrants of internet and IT systems technical limits. As a consequence Released Parties shall not be liable for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion, incomplete, lost, late, stolen, damaged, inaccurate, misdirected, garbled, delayed or undelivered entries, or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate and/or the failure of any third party to comply with the instructions and proper administration of this Promotion. Sponsor reserves the right in its sole discretion, to disqualify any Entrant or Entry that is in violation of the Official Rules or to cancel, suspend or modify the Promotion, and disqualify any implicated Entrant(s), (and their entries) if any fraud, virus, actions by Entrants, technical or other error or problem of any kind, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the Promotion.

In the event of cancellation, Sponsor reserves the right, at its sole discretion, to select the potential winner in a random drawing from among all eligible, non-suspect entries received up to the time of the event or action warranting such cancellation or to take any other action it deems equitable to fairly award any prize. CAUTION: Any attempt by an Entrant to deliberately damage any web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such Entrant to the fullest extent permitted by law, including criminal prosecution. Sponsor is not responsible in the event Sponsor is prevented from continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood,

earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control or concerns regarding the safety of any Entrant or winner, or otherwise.

11. **GOVERNING LAW/DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant, Sponsor or the Released Parties in connection with the Promotion, shall be governed by and construed in accordance with the laws of England & Wales. Any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, shall be resolved individually, without resort to any form of class action.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision.

12. **COPY OF RULES AND WINNER'S LIST:**

For a copy of these Official Rules, or the name of the winner (available within 30 days after the Sweepstakes ends), mail a self-addressed, stamped envelope to Etsy UK Limited, 35 Great St Helen's, London, EC3A 6AP no later than 60 days after the Promotion Period ends.

13. **PRIVACY POLICY:** Sponsor will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy posted on [www.etsy.com/privacy](http://www.etsy.com/privacy). By participating in the Promotion, Entrants hereby agree to Sponsor's collection and usage of Entrant's personal information in accordance with the Sponsor's privacy policy and acknowledges that Entrant has read and accepted Sponsor's privacy policy.

**This Promotion is not sponsored, endorsed or administered by Instagram, Twitter or Facebook, nor are Instagram, Twitter or Facebook associated with the Promotion in any way. You understand that you are providing information to Sponsor and not to Instagram, Twitter or Facebook. Any questions, comments or complaints regarding the Promotion must be directed to Sponsor and not to Instagram, Twitter or Facebook. Instagram is a registered trademark of Instagram, Inc., Twitter is a registered trademark of Twitter, Inc., Facebook is a registered trademark of Facebook, Inc.**