

**SAATCHI ART
10 X 10 GIVEAWAY SWEEPSTAKES
OFFICIAL RULES**

Your participation in the SAATCHI ART 10 x 10 GIVEAWAY SWEEPSTAKES (the “Sweepstakes”) constitutes your agreement to be bound by these Official Rules (these “Official Rules”).

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THE SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR LIKELIHOOD OF WINNING.

ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. PARTICIPATION IN THE SWEEPSTAKES IS VOID WHERE PROHIBITED.

The Sponsor: Saatchi Online, Inc. (“Saatchi Art”), the owner and operator of the SaatchiArt.com website and their @limitedsaatchiart Instagram Account, is the sponsor of the Sweepstakes (the “Sponsor”). The Sponsor’s address is Saatchi Online, Inc., 1655 26th Street, Santa Monica, California 90404.

Eligibility: To participate in the Sweepstakes you must be a legal resident of the United States or the District of Columbia and eighteen (18) years of age or older at the time of entry and have, as of the start of the Sweepstakes, an Instagram account and internet access. Employees, officers and directors of the Sponsor, and its immediate family members and affiliates are not eligible to participate in the Sweepstakes.

Sweepstakes Entry Period: The Sweepstakes begins at 8:00:00 AM Pacific Time on September 12, 2017 and ends at 11:59:59 PM Pacific Time on October 12, 2017 (the “Sweepstakes Entry Period”).

Prizes: A maximum of ten (10) prizes will be awarded. Each individual prize will be a preselected Saatchi Art Limited Edition Print, each with a value of two hundred dollars (\$200.00 USD). Limit one (1) prize per person/Account. All prizes will be awarded provided a sufficient number of eligible Entries are received and the prizes are validly claimed by October 22, 2017, after which no alternate winners will be selected, nor unclaimed prizes awarded.

Selection of Winners; Odds of Winning: Winners will be selected at random from the pool of eligible entries. By participating in the Sweepstakes, you agree that the decisions of the Sponsor are final and binding in all respects. Odds of winning a prize depend on the number of eligible entries received. All decisions of the Sponsor are final in all matters, including determination of the Sweepstakes winners, interpretation of these Official Rules, and awarding of prizes. PLEASE NOTE THAT EVEN IF YOUR ENTRY QUALIFIES YOU AS A POTENTIAL WINNER AT THE CLOSE OF THE SWEEPSTAKES, YOU HAVE NOT YET WON A PRIZE. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND A PRIZE WILL BE AWARDED.

How to Enter: You may submit one (1) Sweepstakes entry (each an “Entry”) during the Sweepstakes Entry Period by: (i) following @limitedsaatchiart on Instagram; (ii) commenting on any post; and (iii) tagging a friend in the comments (each a “Submission”). Internet access required. Alternatively, you may write your name, email address and zip code on a postcard and send it to Attn: Saatchi Art 10 x 10 Giveaway Sweepstakes, Saatchi Online, Inc., 1655 26th Street, Santa Monica, California 90404.

At its discretion, the Sponsor will post an entry announcement (the “Entry Announcement”) on the Sponsor’s Instagram web page located at <https://www.instagram.com/limitedsaatchiart> (“Instagram Page”), which will include instructions that you must follow in order to submit a valid Entry. The Entry Announcement will include the Sweepstakes’ start and end dates, and link to the submission criteria and judging criteria for the Sweepstakes, the prize(s), and may include additional information required for submission of valid entries. Entries posted tagging the Instagram Page or using the designated Sweepstakes hashtag may include text, photo and/or video, provided that the entry complies with the Entry Announcement instructions.

All requirements listed in the applicable Entry Announcement and these Official Rules must be completed in full for an Entry to be considered valid. Any attempted form of entry other than as described in the applicable Entry Announcement and herein is void. Entries in violation of these Official Rules, as determined by the Sponsor in its sole discretion, will be disqualified. Entries must be received by the time indicated in the applicable Entry Announcement. Any entry that includes illegal, false, or fraudulent information, obscenities, objectionable material, or which defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringes upon any third party’s personal or proprietary rights, publicity rights, as determined by the Sponsor in its sole discretion, will be disqualified. Any attempt by you to obtain more than the stated number of entries by using multiple/different email addresses, identities, Instagram accounts, registrations and logins, or any other methods will void such entries and you may be disqualified, as determined by the Sponsor in its sole discretion. Entries that are late, incomplete, misdirected, illegible or corrupted are void and will not be accepted or eligible to win. The sole determinant of time for the purposes of receipt of a valid entry in a Sweepstakes will be determined by the Sponsor. Proof of submission (screen captures, etc.) does not constitute proof of entry. All entries become property of the Sponsor and will not be returned. If you enter the Sweepstakes, you hereby irrevocably consent to the Sponsor’s use of the text, photo, and/or video in any publicity or advertising carried out by the Sponsor or any related entities in any media without territorial or time limitation, except where prohibited by law, without any additional permission or approval, without notification, and without compensation to you, your heirs, or assigns. If you participate via your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its message and data pricing plans.

Relationship of the Parties; Your Entry: Neither these Official Rules nor the awarding of a prize creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and the Sponsor. You hereby acknowledge and agree that the relationship between you and the Sponsor is not a confidential, fiduciary, or other special relationship, and that your decision to provide the Entry to the Sponsor for purposes of the Sweepstakes does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entry, other than as set forth in

these Official Rules. You understand and acknowledge that the Sponsor has wide access to ideas, photographs, videos, designs, and other literary and artistic materials, and that new ideas are constantly being submitted to it or being developed by its own employees. You also acknowledge that many ideas or videos may be competitive with, similar to, or identical to the Entry and/or each other in theme, idea, format, or other respects. You acknowledge and agree that you will not be entitled to any compensation as a result of the Sponsor's use of any such similar or identical material that has or may come to the Sponsor from other sources. You acknowledge and agree that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of your copyright in and to the submission.

Prizes; Disclaimer of Warranties; Release from Liability: No substitution or cash equivalent of any prize is permitted except that if the prize is not reasonably available, the Sponsor may substitute the prize with one of equal or greater value. All prizes awarded are subject to the restrictions and limitations noted in these Official Rules, on the prizes and/or included with the prizes and the winner must abide by all such limitations and restrictions. Winners agree to accept their prize "as is" without warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. The Sponsor has the right to resolve any concerns, questions, or complaints related to the prizes in its sole discretion. Each winner is solely responsible for any and all federal, state and/or local taxes, fees, and any other costs in connection with receipt of the prize. **IN NO EVENT WILL THE SPONSOR OR INSTAGRAM BE HELD LIABLE FOR ANY WARRANTY, COSTS, DAMAGE, INJURY, OR ANY OTHER CLAIMS IN CONNECTION WITH THIS SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO USE OR MISUSE OF THE PRIZE.**

Notification: The potential winner (the "Potential Winner") will receive a direct message from Saatchi Art's Instagram account through the Instagram platform within five (5) business days following the expiration of the Sweepstakes Entry Period. The Potential Winner will have seventy-two (72) hours from the initial direct message from Saatchi Art's Instagram account to respond and claim their prize. If the Potential Winner does not respond within the seventy-two (72) hour period, then the Potential Winner will forfeit the prize and the Sponsor will contact the next Potential Winner. By entering and/or accepting a prize, you agree to be bound by these Official Rules and to release Instagram and the Sponsor from any and all liability arising out of your participation in this Sweepstakes with respect to the awarding, receipt, use and/or misuse of any prize. If within five (5) days of notification a Potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such Potential Winner will be disqualified and an alternate Potential Winner may be selected. The Sponsor may select an alternate Potential Winner in its sole discretion from all eligible and qualified entries received in accordance with these Official Rules.

Required Paperwork: Participation in the Sweepstakes constitutes permission for the Sponsor to use the winner's name, likeness, city, state of residence, personal information and text, photographs, graphics or other works of authorship submitted in their Sweepstakes entry to appear on the SaatchiArt.com website, Instagram page, Facebook page, YouTube.com Channel and elsewhere in all media for advertising, marketing and promotional purposes without compensation, unless otherwise prohibited by law. Each Potential Winner may be required to

provide supporting documents (such as a copy of the Potential Winner's driver's license or passport) in form and substance satisfactory to the Sponsor in furtherance of the representations, warranties and covenants set forth in these Official Rules.

Receiving Prizes: Each prize will be delivered to the winner at his or her address, or via email, or via direct Instagram Message, in one of the fifty (50) United States or the District of Columbia. All risk of loss passes to the winner at the point of shipment.

Your Representations: You represent and warrant that: (i) the information and documents (including all text, photographs, graphics and other works) you have submitted or will submit to the Sponsor in connection with the Sweepstakes are true, correct, and complete in all material respects and not misleading; and (ii) you have never been arrested, indicted, convicted or pled no contest to a felony or a crime involving moral turpitude. You represent and warrant that any text, photograph, graphics, images, likenesses, personal information and other works of authorship that you submit in your Sweepstakes entry or entries shall comply with the SaatchiArt.com Terms of Use which can be found online at: <http://www.saatchiart.com/terms>.

Indemnification: You agree to indemnify, defend and hold harmless the Sponsor and its respective subsidiaries, affiliates, successors and assigns, from and against any and all claims, demands, expenses, losses or liabilities including but not limited to reasonable attorneys' fees and punitive damages that may be asserted against or incurred by them at any time in connection with your participation in the Sweepstakes or any material or information submitted by you in connection with the Sweepstakes, or any use thereof, including, without limitation, those arising from any breach, or alleged breach, of the warranties, representations and promises provided by you in these Official Rules; or your or any third party's acceptance, possession, use or misuse of any prize you win.

General Conditions: The Sponsor is not responsible for and is not liable for: (i) misdirected or delayed mail or e-mail; (ii) telephone, telecommunications, hardware or third party software malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the Sponsor's control that may cause the Sweepstakes to be disrupted, corrupted or terminated; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of participating in the Sweepstakes or use of the prize; or (v) any printing or typographical errors in any materials associated with the Sweepstakes. The Sponsor reserves the right to disqualify, in its sole discretion, any person tampering with the entry process, the operation of the systems required to conduct the Sweepstakes or operate the Sponsor's websites or on Instagram, or who is otherwise in violation of these Official Rules. All issues concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Sweepstakes entrants, shall be determined by the Sponsor in its sole discretion. All decisions of the Sponsor are final.

Technology Terms And Conditions: The Sponsor assumes no responsibility for any damage to your computer or telephone system that is directly or indirectly caused by accessing the Instagram or SaatchiArt.com application, website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, dropped or delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Sponsor is not

responsible for incomplete, misdirected, late, lost, damaged, or stolen entries; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Instagram; Social Media: THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM and/or any other social media platform. By participating in the Sweepstakes, you also agree to be bound by Saatchi Art's Terms of Use which can be found online at: <http://www.saatchiart.com/terms>; and the Saatchi Art Privacy Policy, which can be found online at: <http://www.saatchiart.com/privacy>. You further agree that by participating in the Sweepstakes, you also agree to be bound by the Instagram Terms of Service (available at <https://help.instagram.com/478745558852511>); and the Instagram Privacy Policy, which can be found online at: <https://help.instagram.com/155833707900388>. To the extent of any inconsistency between the Terms of Use and Privacy Policy, on the one hand, and these Official Rules, on the other hand, these Official Rules control.

Neither the Sponsor nor Instagram warrant that access to the Sweepstakes will be uninterrupted. The Sponsor and Instagram are not responsible for, and you hereby waive any claim arising from, any problems that may arise, including, without limitation: (i) inaccessible or unavailable networks, websites, or other connection or accessibility problems; (ii) failed, delayed or misdirected communications, including any lost, late, stolen, incomplete, illegible or undelivered entries; (iii) technical malfunctions, printing, clerical, or other errors in connection with the administration of any Sweepstakes or the offering or announcement of any prize; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with any Sweepstakes; (v) damage to a user's system occasioned by participation in any Sweepstakes; or (vi) any other errors of any kind relating to or in connection with any Sweepstakes.

Disputes: Except where prohibited by applicable law, you agree that: (i) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in the County of Los Angeles, California; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, 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 the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law

or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your participation in the Sweepstakes, must be filed within one (1) calendar year after such claim or cause of action arises, or forever be barred.

Additional Terms: These Official Rules will be binding upon each party hereto and its successors and permitted assigns, and governed and construed in accordance with the laws of Los Angeles, California without reference to conflict of law principles. Your rights and obligations under these Official Rules will not be assignable or transferable by you without the Sponsor's prior written consent. No failure or delay by a party in exercising any right, power or privilege under these Official Rules will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under these Official Rules. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision of these Official Rules, all of which will remain in full force and effect.

Winners List: To obtain a written identification of the winners, please send your request and a self-addressed stamped envelope to: Saatchi Art 10 x 10 Giveaway Sweepstakes, Saatchi Online, Inc., 1655 26th Street, Santa Monica, California 90404. Requests must be received by October 22, 2017.

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