

The following terms and conditions constitute the “Official Rules” for the 1stdibs #BeachLakeorPool Summer Instagram Sweepstakes.

No Purchase Necessary to Enter or to Win. A purchase will not increase your chances of winning.

1. Eligibility: The 1stdibs #BeachLakeorPool Summer Instagram Sweepstakes (the “Sweepstakes”) is open to legal residents of the Fifty (50) United States, the District of Columbia and Puerto Rico who are 18 years of age or older and who have a registered subscriber Instagram account as of the time of entry (however, entries made via mail do not require an Instagram account). Persons who enter the Sweepstakes are referred to as “you”/ “your” or “entrant”. Employees of 1stdibs.com, Inc., 1stdibs’ subsidiaries, affiliated companies, advertising or promotional agencies and the immediate family (defined as parents, spouse, children, siblings, grandparents) of each such employee, and all those persons with whom the employee are domiciled, are NOT eligible. Void where restricted or prohibited, and subject to all federal, state, and local laws. There is NO PURCHASE NECESSARY to participate. A purchase does not increase your chances of winning.
2. Sweepstakes Period: The Sweepstakes begin on August 7th, 2015 at 2:00 p.m. Eastern Time (“ET”) and end September 7th, 2015 at 11:59 p.m. ET [rjk1] (the “Sweepstakes Period”).
3. How to Enter the Sweepstakes:
 - a. Entry through Instagram: You must first follow "@1stdibs" on Instagram. Use the Instagram application on your mobile device to post original photos of beach, lake or pool locations (your "Submission"). Then, upload your Submission and include the tags #beachlakeorpool and @1stdibs in the “caption” field. Any Submission through Instagram that does not include the tags #beachlakeorpool and @1stdibs will not be valid for entry into the Sweepstakes. Posting a photo on Instagram requires a mobile device

and therefore message and data rates may apply. In addition, the Submission must comply with Instagram's terms of use, policies (including without limitation its privacy policy), and other posted requirements to use Instagram's services, all of which policies may and do vary from Sponsor's policies. Sponsor is not affiliated with Instagram, and is not responsible for any actions, errors, faults, or omissions of Instagram. Each posting of a Submission that complies with these Official Rules constitutes a separate entry and there is no limit on the number of postings you may make.

- b. Alternative way to Enter the Sweepstakes without using a computer or Instagram: Send a letter with proper postage to 1STDIBS.COM, INC., 51 Astor Place, 3rd floor, NY, NY 10003, Attention: "Instagram Sweepstakes". The letter must reach Sponsor by the end of the Sweepstakes Period or be postmarked by such date. The letter must include a Submission in the form of an original photo of beach, lake or pool locations, and must include your name, age, phone number (so you can be contacted if you are a winner). Letters received or postmarked by the stipulated deadline and which meet all requirements herein have an equal chance (no better and no worse) to be winners in the Sweepstakes as do Submissions made through Instagram. Your photo Submission will not be returned. Sponsor is not liable for misaddressed, lost, or mis-delivered mail. Each letter that complies with these Official Rules constitutes a separate entry and there is no limit on the number of letters you may send.
4. Guidelines and Restrictions: By uploading or mailing your Submission, you warrant that your Submission conforms to the Photo Guidelines, Content Restrictions, and Permissions, all as defined below (collectively, the "Guidelines and Restrictions") and you acknowledge and agree that Sponsor, in its sole discretion, may disqualify you from the Sweepstakes if it believes that your Submission fails to conform to the Guidelines and Restrictions.

"Photo Guidelines" means compliance with all of the following:

- a. The Submission must be in a format acceptable for Instagram (does not apply to mailed-in entries);
- b. The Submission must be uploaded to Instagram with the tags, #beachlakeorpool and @1stdibs (does not apply to mailed-in entries);
- c. The Submission cannot have been submitted previously in a promotion of any kind; and
- d. The Submission must comply with Instagram's policies (does not apply to mailed-in entries).

“Content Restrictions” means the following:

- e. The Submission must not contain material that violates or infringes another party’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; The Submission must not disparage 1stdibs or any other person or party;
- f. The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Sweepstakes;
- g. The Submission must not contain images or artwork not created by entrant;
- h. The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; 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 state.

Entrant must have written permission (“Permissions”) from all individuals/persons that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights

set forth herein. If requested, entrant must be able to provide such Permissions in a form acceptable to Sponsor.

5. Grant of License and Warranties as to your rights in the Submission: Uploading or mailing a Submission (a) constitutes entrant's consent to these Official Rules and (b) gives Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, display, alter, morph, manipulate, and distribute such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. As relates to 1stdibs and any party gaining rights in the Submission (or any derivative of the Submission) directly or indirectly through 1stdibs, you hereby irrevocably and unconditionally waive any and all moral and similar rights that you may have in the Submission, if any. No monetary compensation shall be paid to you by Sponsor (or any party) for the Submissions you provide. You warrant, represent and agree that: (a) by entering a Submission, you are agreeing to these Official Rules; (b) you are free to agree to these Official Rules without violating any obligations you have to any other party; (c) Submissions you provide do not and will not infringe on the rights (including any intellectual property rights) of any third party; and (d) you have not previously granted any rights to any of the Submissions to any other person or entity.
6. Indemnification: You agree to defend, indemnify and hold Sponsor and its officers, employees, directors, agents and affiliates harmless from and against, any and all losses, claims, costs, expenses, damages and/or liabilities to third parties, including but not limited to attorney's fees, arising out of Sponsor's use of the Submissions or any breach or any of your obligations, warranties, representations agreements, or covenants hereunder.
7. Winner Determination: Within two weeks of the end of the Sweepstakes Period, a random drawing from among all Submissions which comply with these Officials Rules will be made. Twenty Five Winners (One Grand Prize, and the rest Second Prizes) will be chosen, along with a

number of alternates entrants who will be winners only if any of the first selected 25 Winners fail to complete the qualification process or are otherwise ineligible. The first person selected will be the Grand Prize Winner if he/she complies with all requirements herein; and if he/she does not comply with all requirements, the next person picked will be eligible as the Grand Prize Winner, and so on until a qualified Grand Prize Winner who complies with all requirements herein is arrived at. The Second Prize winners will be selected in a similar manner (taking each randomly selected person in the order drawn until the proper number of qualified winners who comply with these Official Rules have been selected).

8. Prize/Odds: Your odds of winning depend on the number of entrants/Submissions received. The following Prizes will be awarded:
 - a. ONE (1) GRAND PRIZE will be awarded as follows: The Grand Prize consists of a 1stdibs.com credit of Two thousand five hundred (\$2,500) dollars (ARV \$2,500) usable for up to two (2) items purchased online from the 1stdibs.com website until the expiration date of the credit (as set forth below).
 - b. TWENTY FOUR (24) Second Place Prizes will be awarded as follows: Each Second Place Prize consists of a 1stdibs.com credit of One hundred (\$100) dollars (ARV \$100 each) redeemable towards any single purchase equal to or greater than One hundred (\$100) dollars made on the 1stdibs.com website, until the expiration date of the credit (as set forth below).

The following limitations apply to Prizes:

1. The Grand Prize credit awarded cannot be used for more than two (2) online items/purchases (i.e., if the first item purchased is for less than \$2,500, the remaining amount of credit may be used by winner towards a second purchased item, but not towards any subsequent purchase after the second purchased item; the credit expires after the second purchase even if the total amount of credit used is less than the amount of the Prize.

2. All Prize credits are ONLY USABLE TO PURCHASE ITEMS ON THE 1STDIBS.COM SITE.
3. The Grand Prize and all Second Place Prize awards may be referred to as a “Prize” or collectively as the “Prize(s)”.
4. CREDITS DO NOT HAVE CASH VALUE AND ANY UNSPENT PORTION WILL EXPIRE AND BE NULL AND VOID (AND NOT BE REFUNDED TO WINNER IN CASH) AT THE STIPULATED EXPIRATION DATE OF THE CREDIT. Credits are NOT usable towards shipping or taxes. Credits are not usable for items that have a price negotiated with the seller (i.e., credits are only usable for online purchases wholly transacted online and at a set advertised price). Credits will expire on September 1st, 2016. Credits are non-transferrable and do not have a cash value except as used to purchase goods from the 1stdibs.com website.
5. Prize will be awarded to the applicable Winner within 30 days of his/her successfully returning the Prize Acceptance Documents (if required by Sponsor). Prize award is subject to verification of eligibility and compliance with these Official Rules.
9. Taxes: Winner of Prize is responsible for all federal, state, and local taxes, if applicable, associated with Prize receipt and/or use. Failure to use the Prize (i.e., letting all or part of the credit amount expired unused) does not relieve the winner of his/her tax obligations associated with winning the Prize.
10. Substitute Prizes: Sponsor reserves the right, in its sole discretion, to substitute the Prize with one of comparable or greater value.
11. Odds of winning: Odds of winning a Prize depend on the number of eligible entries received during the Contest Period.

12. Determining Eligibility: Prize winners will be contacted through Instagram's direct messaging tool (except for mail-in entrants, who will be contacted at the phone number they have provided). Sponsor is not responsible if you do not receive or respond to the direct messaging/phone call, and Sponsor is not required to make multiple attempts to reach you. In the event of a dispute regarding the identity of the person submitting an entry, the Submission will be deemed submitted by the person in whose name the identified Instagram account was registered. Acceptance of a Prize constitutes permission to use winner's name and likenesses for promotional purposes without further compensation except where prohibited by law. Sponsor will send the winner an affidavit of eligibility and publicity release and the winner will be required to sign and return an affidavit of eligibility and liability and publicity release, except where prohibited by law, within seven (7) days of notification before prize is awarded. If the winner fails to return the affidavit of eligibility within seven (7) days or if the winner is otherwise ineligible, the Prize will be forfeited and an alternate winner will be selected from all eligible entries received.
13. You are bound by these Official Rules and Sponsor's decisions; Sponsor not responsible for errors: By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of Sponsor. Sponsor is not responsible for technical, mail, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of entries in this Sweepstakes.
14. Reasons for Disqualification: Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; or acts in an un-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering,

unauthorized intervention, fraud, technical failures or any other problems beyond the control of Sponsor, and (in its discretion) to award prizes from among all eligible entries received prior to cancellation.

15. Disclaimer and Limitation of Liability: Sponsor and each of its employees, affiliates, subsidiaries, advertising, and promotion agencies will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or a prize awarded. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or by use or redemption of any Prize or by any related activities. Except where prohibited by law, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' and/or experts' fees; and winner hereby waives all rights to claim punitive, incidental and consequential damages and any other damages (including attorney's fees), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

16. Data Protection/Privacy Policy: Except as otherwise provided herein for the use of certain winner information, personal information collected from each entrant will only be used by Sponsor for the purpose of administration of the Sweepstakes. Information collected by Sponsor in connection with the Sweepstakes is subject to Sponsor's privacy policy located at <https://www.1stdibs.com/about/privacy-policy/> and applicable data protection laws. Each entrant agrees to the collection, processing and storage of entrant's personal data by Sponsor for purposes of the Sweepstakes.

17. Jurisdiction: The Sweepstakes shall be governed by and interpreted in accordance with the laws of the State of New York applicable to transactions fully carried out within New York.

18. General: Each prize winner acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the winner to execute any document and the winner acknowledges that he or she has not executed any document in reliance on any promise, representation or warranty not contained herein. Any waiver by Sponsor and its affiliates of any term of any document in a particular instance shall not be a waiver of such term for the future. The winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document.
19. Winner's Announcement: The name of the Prize winners may be obtained from Sponsor upon written request, at no charge, one month after the end date of the contest.
20. Sponsor: The "Sponsor" of the Sweepstakes is 1STDIBS.COM, INC., 51 Astor Place, 3rd Floor, NY, NY 10003. The Sweepstakes is not sponsored, endorsed or administered by Instagram.