

Etsy Gift Card 2012 Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. The sponsor of the 2012 Etsy Gift Card Sweepstakes (the "Promotion") is Etsy, Inc. (owner and operator of Etsy.com) at 55 Washington Street, Suite 512, Brooklyn, NY 11201 (the "Sponsor").

1. **ELIGIBILITY:** Open to legal residents of the 50 United States and District of Columbia age 18 years or older at the time of entry. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members, of the Sponsor and its affiliates, subsidiaries, and divisions and the Sponsor's advertising and promotion agencies ("Promotion Entities") are not eligible to enter. The Promotion is subject to all federal, state and local laws. Void where prohibited.
2. **PROMOTION TIMING/DESCRIPTION:** The Promotion begins at 12:00:00 AM Eastern Standard Time ("EST") on Tuesday, October 16, 2012 and ends at 11:59:59 PM EST on Tuesday, November 13, 2012 (the "Promotion Period"). There will be four (4) weekly entry periods commencing at 12:00:00 AM EST on each Tuesday during the Promotion Period and ending at 11:59 PM EST on the following Monday (each a "Weekly Entry Period"). Sponsor's designated computer is the official time keeping device for all aspects of the Promotion.
3. **HOW TO ENTER THE PROMOTION:** There are two methods of entry. Method #1: When you purchase an Etsy Gift Card at www.etsy.com during the Promotion Period you will receive one automatic entry into the applicable Weekly Drawing when the purchase is made. Method #2: You may enter by sending an email to GiftCard2012@etsy.com with your name, physical address and Etsy ID (if applicable) ("Email") during the Promotion Period and you will receive one entry per Email into the applicable Weekly Drawing. Limit: five (5) entries per person, per Weekly Entry Period by any method of entry. All entries must be received by the end of the applicable Entry Period to be eligible for that applicable Weekly Drawing. Any attempt by any entrant to obtain more than the stated number of 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.
4. **PRIZES:** For each Weekly Entry Period of the Promotion Period, four (4) winners will receive an Etsy Gift Card valued at \$250.00 USD (the "Prize"). The Prize may not be transferred, substituted or redeemed for cash, except at the Sponsor's sole discretion. Etsy Gift Card is subject to Etsy's Gift Card Policy. Taxes, if any, and all expenses relating to acceptance and use of the prize are the sole responsibility of the Winner. Retail Value of all prizes is \$4000.00 USD.
5. **DETERMINATION OF WINNERS:** Four (4) weekly random drawings will be held on or about the subsequent Tuesday after the end of the applicable Weekly

Entry Period to select five (5) weekly winners in each drawing from among all eligible entries received during the applicable Weekly Entry Period for a total of 20 winners. Limit one (1) Prize per person/household. In the event an entrant is discovered to be ineligible or is disqualified, fails to comply with these Official Rules, or there is any dispute over the identify of a potential winner, the prize may be forfeited and awarded to an alternate winner. All decisions and results of Sponsor are final and binding.

6. **ODDS OF WINNING:** The odds of winning a Prize depend upon the number of eligible entries received during each Weekly Entry Period.
7. **NOTIFICATION AND VERIFICATION OF WINNERS:** Potential winners will be notified and the prize will be delivered electronically to the email submitted with entry within 30 days of the applicable drawing. Email notifications will be sent three times over a five day period if the email is undeliverable. If the email notification is still returned as undeliverable after five days, it will result in the entrant being disqualified, and the Prize will be randomly awarded to a potential alternate winner.
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, Dos and Don'ts, Gift Card Policies, 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. By participating in this Promotion and/or by accepting any prize, entrant agrees for entrant and for entrant's heirs, executors, and administrators to release the Promotion Entities, 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. Entry constitutes 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, and in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification, permission or approval.
9. **WAIVER:** Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error of any kind 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; or for any liability 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. 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, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor reserves the right, at its sole discretion, to award any prize 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 for any failure to comply with any provision of these Official Rules due to any third party failure to act or any actions out of its control, including any act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities, 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.

- 10. 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 the State of New York without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of New York. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in New York, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. 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.

11. **WINNERS' LIST / OFFICIAL RULES:** For the names and/or Etsy ID of the winners or a copy of the official rules, mail a self-addressed, stamped envelope to: Promotion, Etsy, Inc. 55 Washington Street, Suite 512, Brooklyn, New York 11201. Vermont residents may omit return postage. Please specify "Official Rules" or "Winners List" and the specify name of the Promotion (found above). Requests must be received within two (2) months of the Promotion's End Date.
12. **PRIVACY POLICY:** Any personal information supplied by you in this Promotion will be subject to the Sponsor's privacy policy posted at <http://etsy.com>.