THE FIND IT IN EVERYTHING CONTEST Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN

The winning entries will be selected by official judge Drew Barrymore based on the criteria below.

The Find It In Everything Contest (the "Contest") starts on January 9, 2014 5:00PM EST and ends on January 26, 2014 at 12:00AM EST ("Contest Period").

ELIGIBILITY: Contest is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older at the time of entry and have a publicly viewable Instagram account for the duration of the Contest Period. Employees of Refinery 29, Inc., having a place of business at 225 Broadway, 23rd Floor, New York, NY 10007 ("Sponsor"), and its, parents, shareholders, subsidiaries, affiliates, promotion and advertising agencies and other paid endorsers, agents, and members of their immediate families (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees are not eligible to enter or win. Contest is subject to all applicable federal, state and local laws and is void where prohibited by law.

HOW TO ENTER:

During the Contest Period:

- 1. produce an original, new photo of something (or multiple things) you find shaped as a heart,
- 2. either upload your photo through the Instagram application or on the Instagram website at www.instagram.com ("Entry"); and
- 3. tag the photo with the hashtag #FindItInEverything.

Entries must be publicly viewable to be judged for the Contest. Entries must be received between 5:00 PM EST on January 9, 2014 and 12:00 AM EST on January 26, 2014.

You may submit as many eligible Entries as you would like during the Contest Period. No automated Entries are permitted.

Entries will not be acknowledged or returned.

By entering this Contest, entrant acknowledges and agrees that use of Instagram is subject to Instagram's Terms of Use at http://instagram.com/about/legal/terms/# and any other relevant rules, polices or regulations. Entrants are subject to all notices posted online or through the Instagram application including but not limited to Sponsor's Privacy Policy.

REQUIREMENTS OF ENTRIES:

Entry may <u>not</u> contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress owned by others, without permission; contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law, rule or regulation.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on http://instagram.com/ or other websites, applications, or social media platforms (including those of Sponsor). Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry. Entrants agree that they will not use the Entry for any other purpose except as permitted by these Official Rules.

JUDGING: Entries received during the Entry Period, and which comply with these Official Rules, will be judged by Drew Barrymore, author of Find it in Everything, based on skill (20%), creativity (20%), quality (20%), originality (20%), and relevance to the book Find It In Everything (20%). The ten (10) highest scoring Entries will be selected as the winners on or about January 28, 2014. The top one (1) highest scoring Entry will be selected as

the Grand Prize winner. The decision of the judge is final. The odds of winning depend on the number of eligible Entries submitted to the Contest.

WINNER NOTIFICATION: On or about January 29, 2014, ten (10) Contest winners will be notified via Instagram and announced on Sponsor's website at www.refinery29.com. After initial contact has been made, subsequent communication may take place via e-mail or telephone. The potential winners may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, that potential winner's prize will be forfeited and an alternate winner will be selected. If a potential winner is an eligible minor in his/her jurisdiction of residence, the prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on the winner set forth herein.

In the event of a dispute as to the identity of any winner, that winning Entry will be declared made by the authorized account holder of the Instagram account at the time of entry.

PRIZE: One (1) Grand Prize winner will receive a copy of the book "Find It In Everything," personally signed by Drew Barrymore, and a framed print of a photograph taken by Drew Barrymore. Approximate retail value ("ARV") of the Grand Prize is between \$168 and \$218, depending on the cost of framing the photograph and subject to Sponsor's sole discretion. Nine (9) additional winners will each receive a copy of the book "Find It In Everything," personally signed by Drew Barrymore, each with an ARV of \$18. Total ARV of all prizes will be between \$330 and \$380. The prizes are awarded "as is" with no warranty or guarantee, either express or implied. The winners may not substitute, assign or transfer the prizes or redeem the prizes for cash, however, Sponsor retains the right, in its sole discretion, to substitute the prizes (or any portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and the judge, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor and Instagram, LLC, and each of their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize and (c) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.

OWNERSHIP/USE OF ENTRIES: By submitting an Entry, each entrant hereby grants Sponsor and Flower Films, Inc. ("Flower Films") a non-exclusive, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license to use, modify and otherwise fully exploit the Entry submitted (including the copyright thereto and all rights embodied therein). For clarity, the foregoing license permits Sponsor, Flower Films, and their respective designees to exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party, and entrant hereby agrees to execute specific consent to such use if asked to do so.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize, or the incorrect uploading of the photo or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or the applications or websites of any Released Party, or who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disgualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE and enforceable. SPONSOR'S OR INSTAGRAM'S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES

(INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS PROMOTION. ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD AT THE AAA REGIONAL OFFICE NEAREST THE ENTRANT; (2) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, **INCLUDING** ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET (I.E.. **EXPENSES** COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

REQUEST FOR WINNER: For the name of the winners, available after January 28, 2014, send a self-addressed, stamped, envelope to: The Find It In Everything Winners, Refinery 29 Inc. 225 Broadway, 23rd Floor, New York, NY 10007.

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