

PAPER MART 2021 TOTE CRAFT CHALLENGE TERMS & CONDITIONS

1. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.
2. SPONSOR: The sponsor of the sweepstakes is Paper Mart, 2164 N Batavia St. Orange, CA 92865. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply and abide by these rules and the decisions of Paper Mart, which shall be final and binding in all respects.
3. TERM: The Paper Mart Craft Challenge (the "Sweepstakes") begins August 16, 2021, at 10:00 am (PST) and ends Sept 16, 2021, at 11:59 p.m. (PST).
4. RULES BINDING UPON PARTICIPANTS. By submitting an entry, each entrant agrees to the rules of the Sweepstakes, as set forth herein.
5. RELEASE OF INSTAGRAM. Instagram does not in any way endorse, sponsor, or administer the Sweepstakes, nor is it associated with the Sweepstakes in any way. By submitting an entry, entrants agree to release Instagram from any and all liability and damages that may stem from, or be associated with, the Sweepstakes in any way.
6. ELIGIBILITY: This sweepstake is open to Paper Mart fans in the United States. Employees of Paper Mart, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
7. HOW TO ENTER: A participant must enter by doing each of the following: Decorating our limited edition 100 Year anniversary tote. Submit a photo of your creation by September 10th, 2021 on Instagram using #PMCraftChallenge or email echen@papermart.com with the subject line: PM Craft Challenge. All these steps must be completed by 11:59 p.m. (PST) on Sept 10th, 2021. Each person is only allowed one entry. Anniversary totes are available while supplies last.
8. INFRINGING SUBMISSIONS. Submissions that violate or infringe upon another person's rights, including but not limited to copyrights, trademark rights, or other intellectual property, are not eligible. By entering the Sweepstakes, you agree to indemnify Paper Mart, from any claims arising from the use of your entry, including but not limited to intellectual property infringement, infringement of right of publicity, or any other moral rights or rights of authorship your submission may infringe.
9. USE OF INFORMATION PROVIDED TO PAPER MART. By entering the Sweepstakes, you give Paper Mart permission to message you on Instagram or by email to notify you of the Sweepstakes winners. Any and all submissions become the property of Paper Mart. Paper Mart reserves the right to edit and publish any grammatical or spelling errors in the entry. If you submit any creative suggestions, ideas, notes, drawings, concepts, designs, original artwork, or other information, you assign to Paper Mart all of your rights in and to them without compensation or payment of any kind. Paper Mart reserves the right to publish the names and contact information of the winners to any governmental body, should it be requested to do so. In addition, entry into this Sweepstakes constitutes the winner's grant of permission for Paper Mart to use the winner's name, photograph, likeness, voice, biographical information statements, address (city and state), and Sweepstakes submission for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.
10. VOTING: All entries will be published on the @PMCraftChallenge Instagram account for voting. Paper Mart followers, employees, and customers will be able to vote on each entry by either liking the post on @PMCraftChallenge.
11. WINNERS: Based on the voting results, the entry with the most votes will be the **Best Overall Winner**, and **Most Creative** will be selected by a Paper Mart Panel.
12. PRIZE: The Best Overall Winner will receive a \$200 Paper Mart Coupon Code. Most Creative will receive a \$100 Paper Mart Coupon Code. The coupon code will be delivered via email to each winner. Prizes may not be exchanged or returned for any monetary amount. Paper Mart reserves the right to substitute or change any prize of equal or substantially similar value for reasons including, but not limited to, product availability. Only the type and quantity of prizes described in these rules will be awarded.
13. ESTIMATED ODDS: The estimated odds of winning will depend on the number of entrants, and thus are unknown, but are estimated to be at 2:1000.
14. NOTICE TO WINNERS: Paper Mart, will notify the winners by emailing them directly. If despite reasonable efforts, a potential winner does not respond within ten (10) days of the first notification attempt (or such shorter time as exigencies may require), or if the prize or

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prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if she or he has not complied with these rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected.

15. **MODIFICATIONS; ABUSE OF SWEEPSTAKES OR RULES.** Paper Mart reserves the right to cancel the contest or modify these rules at its discretion, without further notice. Any modification of these rules may only be made by Paper Mart in a written document issued in accordance with law by a duly authorized representative of Paper Mart. Unless otherwise stated in these rules, the invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event of a dispute regarding the winner, Paper Mart reserves the right to award or not award a prize in its sole and absolute discretion. Paper Mart reserves the right in its sole discretion to disqualify from these Sweepstakes, and ban from any future promotions, any individual who is found to be tampering with the entry process or the operation of the contest, to be acting in violation of these rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Paper Mart reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted.
16. **GOVERNING LAW/JURISDICTION: EXCEPT WHERE PROHIBITED BY LAW, ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR PAPER MART 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 OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S OR COUNTRY'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS SWEEPSTAKE, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND FURTHER CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE DISTRICT COURT FOR THE FOURTH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE.**
17. **GENERAL LIABILITY RELEASE:** Entrants agree that Paper Mart: (A) shall not be responsible or liable for, and is hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize; and (B) has not made any warranty, representation or guarantee, express or implied, in fact, or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Paper Mart assumes no responsibility for any damage to an entrant's, or any other person's, a computer system which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Paper Mart is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; 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, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.
18. **INABILITY TO CONDUCT SWEEPSTAKES:** Paper Mart reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Paper Mart's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Paper Mart is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, a natural or man-made epidemic of the health of other means, earthquake, explosion, labor dispute or strike, the 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, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Paper Mart's control, then Paper Mart shall have the right to modify, suspend, extend, or terminate the Sweepstakes.