

IKEA FAMILY Global Soft Toy Drawing Competition

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

COMPETITION DESCRIPTION. The IKEA FAMILY Global Soft Toy Drawing Competition (the "**Competition**") is a drawing submission competition offering eligible entrants with the opportunity to enter their children's drawing of a soft toy along with a brief description of the soft toy's attributes (collectively, the "**Submission**") into the Competition. Up to three (3) winners per store, plus three (3) winners for IKEA Home Shopping, for a maximum of one hundred twenty nine [129] winners) will be chosen in this Competition to receive a Semi-Finalist prize and twenty (20) Semi-Finalists will be selected to compete as finalists in the "Global Competition" against finalists from around the world to win a "Global Prize", as described herein. There will be separate rules governing each country specific competition and the Global Competition and there is no guarantee that one of the Finalists selected from this Competition will win a Global Prize.

The Competition will flow as follows:

- **Submission Period:** The competition Submission Period begins on October 10, 2016 at 12:00:01 a.m. Eastern Time ("**ET**") and ends on October 30, 2016 at 11:59:59 p.m. ET.
- **Voting Period:** The competition Voting Period begins on November 12, 2016 at 12:00:01 a.m. ET and ends on November 22, 2016. at 11:59:59 p.m. ET.
- **Semi-Finalist Winner and Global Competition Finalist Announcement:** The Semi-Finalist winner announcement and announcement of the Finalists will take place on or about December 9, 2016.
- **Global Competition Winner Announcement:** The Global Competition winner announcement will take place on or about January 30, 2017.

The Sponsor of this Competition is IKEA North America Services, LLC ("**Sponsor**"), which has its principal place of business at 420 Alan Wood Road, Conshohocken, PA 19428. By participating in this Competition, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. All federal, state, and local laws and regulations apply.

ELIGIBILITY: Competition is open only to legal U.S. residents residing in the fifty (50) United States or Washington D.C. who are eighteen (18) years of age or older, and are the parent or legal guardian of a child no older than twelve (12) years of age, and are members of the IKEA FAMILY loyalty

program. Employees, officers, directors and agents, of Sponsor and its parent, subsidiaries, affiliates, divisions, agents and advertising agencies (collectively, the "**Competition Entities**"), and their immediate families (parents, siblings, children and/or spouses), regardless of where they live, or members of the same household (whether related or not), are not eligible to enter or win any prizes. Competition is void where prohibited by law.

HOW TO ENTER: There are two (2) ways to enter the Competition.

1. **ONLINE:** To enter online, go to <http://info.ikea-usa.com/softtoy/> (the "**Website**") and follow the on-screen instructions to download the Submission Form or complete the Submission Form directly on the Website. On the Submission Form, have your eligible child complete his/her Submission as directed on the Submission Form. Then you must complete the form with the information requested including your complete name, telephone number and email address and the first name and age of the child who you are submitting on behalf of, along with your preferred IKEA store location, and follow the on-screen instructions to upload your completed Submission Form. All requested information on the Drawing/Submission Form must be completed to participate in the Competition. Incomplete entries will be disqualified. Except as contemplated in these Official Rules, personal information collected in connection with this Competition will be used in accordance with Sponsor's privacy policy which can be found on the Sponsor's website at:
http://www.ikea.com/ms/en_US/privacy_policy/privacy_policy.html.
2. **IN STORE:** Entry will be available at participating IKEA stores in the United States. At participating stores, eligible entrants will have the opportunity to complete a Submission Form at the store and submit the Submission in store for consideration in the Competition. Submissions submitted in store will be scanned by representatives of Sponsor for consideration in the Competition. All in store Submissions must be completed and submitted during regular store hours.

Submissions should consist of a drawing of a character of child's own design, which they would like to see transformed into an IKEA soft toy, along with a brief description of his/her characters' attributes (e.g. its name, favorite activity, favorite food, etc.). Additionally, each Drawing that is submitted into the Competition must meet the following "Submission Requirements" (any Submission that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified):

- Online Submissions must be submitted in one of the following formats: .jpg or .pdf and be no greater than 10 MB in size;
- Submissions must NOT contain material which is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex,

religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or material that contains any derogatory references to any Competition Entities;

- Submissions must not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with or cause harm to any communications network operated by any of the Competition Entities or the computers of any individual or entity participating in or otherwise associated with the Competition;
- Submissions must be entirely original to the child of the participant and must NOT be created with the assistance of any other person and must NOT include any copyrighted media production, or references to films, music, books, television programming, etc., or contain any identifying descriptions of any media property;
- Submissions must NOT have been previously submitted to another competition or submitted to any entertainment entity that would conflict with this Competition, as determined in the Competition Entities' sole discretion;
- Submissions must NOT include third parties/people, who have not expressly authorized entrant to display their image or likeness in the Submission for purposes of this Competition. Third Parties include but are not limited to celebrities, friends and minors who have not obtained parental consent prior to such participation;
- Submissions must NOT contain any personally identifiable information of the entrant or entrant's children (e.g. last name, address, phone number) on the drawing Submission except that information specifically requested on the Submission for;
- Submissions must NOT include images of or reference to third party trademarks, logos, insignia, location signage, photographs, artwork, or sculpture, except those belonging to Sponsor, nor the names and likenesses of other individuals without their written consent; and

No other form of participation is valid. Limit one (1) entry per child of entrant. Any attempt by any entrant to obtain more than one (1) entry per child of entrant by using multiple/different e-mail addresses, identities or any other methods will void that entrant's entries and that entrant will be disqualified. The Website's computer is the official timekeeping device for this Competition. No automated entry devices and/or programs permitted. Entries generated by a script, macro or other automated means will be disqualified. Entrants must provide all information requested to be eligible to win. Incomplete, unreadable, or unintelligible entries will be disqualified. Submissions will become the property of Sponsor and will not be returned or acknowledged by the Sponsor.

SEMI-FINALIST SELECTION: During the Voting Period, all eligible Drawings (in accordance with the Submission Requirements) will be uploaded to an online viewing gallery on the Website. Voting is limited to one (1) vote per Drawing, per email address, per day. Duplicate daily votes (determined by cookies, IP address and email address) will be excluded from the final vote count. At the close of the Voting Period, the Drawing with the most votes in each age category corresponding to each Store will be a potential Semi-Finalist. For purposes of this Competition, the age categories are: a) 0 – 4; b) 5 – 8; and c) 9 – 12.

The potential Semi-Finalists will be notified by email using contact information provided at the time of entry and must execute and return an affidavit of eligibility, a liability release and, unless prohibited by law, a publicity release and other related documents required by the Competition Entities (the “**Prize Claim Documents**”), within a reasonable amount of time, as determined by the Competition Entities in their sole discretion. Potential Semi-Finalists will not be eligible to receive a prize until all properly completed Prize Claim Documents are received. Sponsor reserves the right to select fewer Semi-Finalists than are set forth herein in this Competition if there are fewer eligible entries than prizes available or for any other reason in accordance with these Official Rules. Sponsor reserves the right to select Semi-Finalists from non-vote-receiving Submissions if a Store receives no Submissions receiving online votes for any of the age categories. Sponsor shall have no liability for any Semi-Finalist notification that is lost, intercepted or not received by a potential Semi-Finalist for any reason. If any potential Semi-Finalist does not respond within the time required by Sponsor, or if the Semi-Finalist notification is returned as unclaimed or undeliverable to any potential Semi-Finalist, such potential Semi-Finalist will forfeit his or her prize and an alternate Semi-Finalist may be selected based on the results of the Voting Period. If any potential Semi-Finalist is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential Semi-Finalist will be disqualified and the prize may be awarded to the next highest scoring Drawing.

GLOBAL COMPETITION FINALIST SELECTION: The fifteen (15) Semi-Finalists receiving the most votes during the Voting Period across all stores and all age categories will be entered into the Global Competition as the Competition Finalists.

An additional five (5) Finalists will be chosen by IKEA (“IKEA Picks”) from all non-Semi-Finalist winners, for a total of twenty (20) Finalists submitted into the Global Competition. IKEA Picks will be chosen by representatives of the Sponsor based on the following equally weighted judging criteria: creativity; originality; and overall design feasibility. Each individual country’s local/store competition will be governed by separate Official Rules or Terms and Conditions and the Global Competition will be subject to separate Official

Rules available [here](#). There is no guarantee that a Submission from this Competition will win a Global Competition prize.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each person who enters this Competition represents and warrants as follows: (i) the Submission is the entrant's eligible child's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus and is otherwise uncorrupted; (iii) as of the date of entry, the Submission is not the subject of any actual or threatened litigation or claim; (iv) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (v) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Competition Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

GRANT OF RIGHTS: Each entrant into the Competition hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Submission in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Competition and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

PRIZES AND APPROXIMATE RETAIL VALUES:

Semi-Finalist Prizes:

One Hundred Twenty Nine (129) Semi-Finalist prizes are available (one (1) per age category per participating IKEA US Store and one (1) per age category for IKEA Home Shopping). Each Semi-Finalist Prize consists of a \$25 IKEA Gift Card. The approximate retail value ("ARV") of each Semi-Finalist Prize is \$25.00.

Global Prize:

Ten (10) Global Prizes are available. Each Global Prize winner will have his/her winning Submission turned into a limited production run soft toy for

sale in IKEA stores globally (there is no guarantee that an entrant in this Competition will win a Global Prize and no guarantee that IKEA US will participate in the sale of the limited edition soft toys). Additionally, each Global Prize winner will receive one (1) of his/her produced soft toy. The ARV of each Global Prize is \$7.99.

Gift Cards may be subject to separate terms and conditions imposed by issuer. Except as otherwise noted herein, no cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize.

GENERAL: Entrants agree that the Competition Entities (a) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Competition or any Competition-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize(s), including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or participating in the Competition, 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, the Competition Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen entries, or 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. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Competition, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event an insufficient number of eligible entries are received or Sponsor is prevented from awarding prize(s) or continuing with the Competition as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Competition. If the Competition is terminated for any reason before the designated end date, Sponsor will (if possible) select the potential Semi-

Finalist/Finalists or winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Sponsor. 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.

NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the any Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE COMPETITION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MASSACHUSETTS 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 LAWS.

WINNER'S LIST: For the names of the Semi-Finalists, send a self-addressed, stamped envelope to Attention: IKEA FAMILY Global Soft Toy Drawing Competition Winners, c/o 89 Degrees, 25 Burlington Mall Road, Suite 610, Burlington, MA 01803. Requests must be received by January 14, 2017.

Global Competition

Terms & Conditions

TERMS & CONDITIONS IKEA SOFT TOYS DRAWING COMPETITION 2017

Entry Requirements

1. IKEA North America in cooperation with IKEA of Sweden AB, P.O. BOX 317, 83020 Hackås, Sweden, VAT: SE5560747551, is hereafter referred to as IKEA
2. The competition will be open to all confirmed Finalists of the IKEA FAMILY Global Soft Toy Drawing Competition.
3. No purchase or any other fee payment is necessary in order to participate in the competition.

How it works

4. The twenty (20) drawings which form the country level finalists from each participating country will be sent to IKEA of Sweden AB where a judging panel will pick ten (10) Grand Prize ("Grand Prize Winners") from among all Finalist drawings submitted from all participating countries. The judging panel consists of children's product development specialists (Product Developer, Product Development Engineer, Product designer, Supply planner, Commercial team representative) at IKEA of Sweden AB.
5. Criteria for judging and picking Grand Prize winning drawings is based on news value, uniqueness, commercial potential and possible to manufacture as soft toys.

Prizes

6. Each Grand Prize winner will receive one (1) soft toy created by IKEA from their own drawing. There will be ten (10) Grand Prize Winners in total. Not all country level or store level winners will receive a soft toy from their own drawing.
7. All prizes are non-negotiable, non-transferable and non-refundable. No cash or credit alternatives will be given in exchange for the whole or any part of the prizes. IKEA reserves the right to substitute the prize with a prize or equivalent value in the event of circumstances outside

of its control. Any tax due on any prize is the sole responsibility of the winner.

- 8.** IKEA reserves the absolute right to select an alternative winner and award the prize to another participant in the event that IKEA has reasonable grounds for believing that a participant has acted in a way which is inconsistent with these terms and conditions or has acted in a way which IKEA considers to be inappropriate, unlawful, or offensive.
- 9.** The shortlisted participants and international level winners will be notified by email and/or phone using contact information provided at the time of Semi-Finalist confirmation.
- 10.** IKEA will make the decision as to those who have won the competition. This decision is final and binding. No correspondence on any matter concerning the competition winners will be entered into with any participant.

Liability and permissions

- 11.** The promoter for this competition is IKEA North America, LLC whose registered office is at 420 Alan Wood Road, Conshohocken, PA 19428. Any questions or queries regarding the competition should be sent to the IKEA FAMILY Customer Service at ikeafamily@89degrees.com
- 12.** IKEA does not accept responsibility for network, computer or software failures of any kind which may restrict or delay the sending or receipt of your mail. Proof of sending is not proof of receipt.
- 13.** IKEA will not be liable for any loss arising from the postponement, cancellation, delay or changes to the prize beyond its control or for any act or default of any third party supplier. IKEA does not exclude or limit liability in any way for death or personal injury arising out of our negligence or fraud.
- 14.** In order to enter this competition, participants (or their parent/guardian as appropriate) will be required to provide certain personal information including the participant's name and the name and age of such participant's eligible child, a contact email address and phone number. IKEA will use each participant's personal details for the purposes of administering this competition and to contact participants who are short-listed and/or winners. IKEA will also share this information with other companies within the IKEA group of companies in the part of the judging process. By entering this competition and

providing this information to us, each participant consents to such use of his/her personal information and drawings being used in this way. The participants (or their parent/guardian as appropriate) have a right to access their provided personal information by contacting a contact person specified under point 20 and have a right to correct the personal information, in the event that they represent false or inaccurate information.

- 15.** The names of each Grand Prize winner and his/her local IKEA store will be available after the close of this competition by writing to the address below and stating the name and date of the competition.

Your personal information and Intellectual Property Rights

- 16.** IKEA and any IKEA franchisee reserves the right to publish the name, age and drawing of any one of the participants, on its website and via other media channels for advertising and publicity purposes. By entering this competition, participants consent to this information being used in these ways without further consent, notification or compensation, unless prohibited by law.
- 17.** IKEA reserves the right to create product designs based on the drawings submitted by the ten (10) Grand Prize winners and manufacture a limited product offer from these designs with the purpose to sell in all IKEA franchisee stores and IKEA franchisee online shopping (commercial use). For each soft toy sold from this limited product offering, IKEA Foundation will donate € 1.00 (one euro) to charities chosen exclusively by IKEA Foundation or an IKEA organisation that support children in need.
- 18.** Information collected from participants will only be disclosed to third parties for purposes of prize fulfillment. By entering this competition, you consent to us disclosing your personal information in this way notwithstanding that such third parties may be located outside the European Economic Area. IKEA will also share this information with other IKEA companies. Again, these companies may be based outside of the European Economic Area.
- 19.** All competition entries must be the original work of the child of the participant. Any intellectual property rights including copyright and design rights in the drawings provided by participants, including in the winning entries and in toys made from the Grand Prize Winner drawings.

- 20.** The Grand Prize winners shall have no rights in the designs or to receive any remuneration, reward or other benefit as a result of the use of their drawings other than the prizes provided for in these terms and conditions. In the event that any of the Grand Prize winning drawings is impossible to manufacture or commercialise, IKEA reserves the right to remove this product from the product offer to be commercialised and exchange it with a product based on another drawing from any of the entries.
- 21.** This competition and any dispute or claim arising out of or in connection with it, shall be governed and construed in accordance with United States law in the State of Pennsylvania courts.
- 22.** By entering this competition, all participants will be deemed to have accepted and agreed to be bound by these terms and conditions.