

EXCITED FOR BETHENNY INSTAGRAM CHALLENGE CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

THE EXCITED FOR BETHENNY INSTAGRAM CHALLENGE CONTEST (THE “CONTEST”) IS INTENDED FOR PARTICIPATION ONLY IN THE UNITED STATES AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY, UNITED STATES LAW. DO NOT PARTICIPATE IN THE CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF THE UNITED STATES PHYSICALLY LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY OR DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES.

THE CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM OR FACEBOOK.

ONCE YOU SUBMIT YOUR INSTAGRAM USER NAME IN THE MANNER SET FORTH BELOW, YOU LICENSE SHEKNOWS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (“SPONSOR”) TO UTILIZE PHOTOGRAPHS YOU POST TO INSTAGRAM IN CONNECTION WITH THE CONTEST AS SET FORTH IN THESE OFFICIAL RULES.

BY ENTERING THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. CONTEST PERIOD; ACCEPTANCE OF TERMS:** The Contest begins at 12:00:01 AM Pacific Standard Time (“PST”) on July 29, 2013, and ends at 11:59:59 PM PST on September 9, 2013 (the “Contest Period”). By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Excited for Bethenny Instagram Challenge Official Rules (these “Official Rules”), the entry procedure for the Contest set forth on the Website (as defined in Section 3), the Terms of Use of the Website located at <http://www.sheknows.com/mediakit/articles/813565/terms-of-use-agreement-1> (the “Terms of Use”) and the decisions of Sponsor, which shall be final and binding in all respects. To the extent the Terms of Use and these Official Rules conflict, these Official Rules shall prevail.
- 2. ELIGIBILITY:** In order to be eligible for entry into the Contest, you must be (a) a resident of the 50 United States or the District of Columbia at the time of entry, and (b) the age of majority in your primary state of residence at the time of entry into the Contest. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of Sponsor or any of its affiliates (collectively, the “Sponsor Entities”) are not eligible to participate in the Contest or win the prize set forth In Section 6. The Contest is void in Puerto Rico, all U.S. territories, possessions and overseas military installations and where prohibited by law.
- 3. HOW TO ENTER:** To participate in the Contest, you must have a valid, public Instagram account. If you do not already have an Instagram account, download the free Instagram application or visit www.instagram.com and create an account as instructed. An Instagram account is free of charge. Once you have an Instagram account, to participate the Contest during the Contest Period: (a) visit <http://www.sheknows.com/entertainment/articles/1006229/excited-for-bethenny-instagram-challenge> (“Website”) and follow the instructions provided to submit your Instagram account user name to Sponsor during the Contest Period; (b) follow @sheknowsdotcom on Instagram; and (c) using

Instagram, upload a photo of your most amped, most ecstatic, most stoked selfie showing your excitement about Bethenny's premiere tagged with hashtag "excited4bethenny" during the contest period.

Each photo submission must be publically viewable on Instagram and must comply with Instagram's Terms of Use and Community Guidelines, in addition to these Official Rules, in order to be eligible and qualify for participation in the Contest. All photos included in a Submission will be deemed to have been submitted by the authorized account holder of the Instagram account from which the photos are uploaded at the time of submission, as identified by the primary email address associated with that account. In order for your Submission to be complete, your Submission must satisfy the submission requirements described in Section 4 and you must have submitted your Instagram account user name in as set forth on the Website. Incomplete Submissions, including, without limitation, those Submissions that do not meet the requirements set forth herein, will not be eligible for judging. Your Submission must be received no later than 11:59:59 PM PST on September 9, 2013. The Website's database clock will be the official time keeper for the Contest. Proof that you uploaded an entry does not constitute proof that it was received or received during the Contest Period. Sponsor will only accept Submissions during the Contest Period. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by Sponsor. You are subject to all notices posted on the Website, including, without limitation, Sponsor's Privacy Policy located at <http://www.sheknows.com/mediakit/articles/813566/privacy-policy-1>. Entry of a Submission into the Contest does not indicate that the Submission has complied with the Official Rules. Sponsor reserves the right, in its sole and absolute discretion, to reject, disqualify and/or remove any Submission that violates these Official Rules without any notification or warning.

4. **SUBMISSIONS:** The requirements for Submissions are as follows:
 - a. Each Submission must consist of at least one photograph uploaded between July 29, 2013 through September 9, 2013, accompanied with "#excited4bethenny" hashtag.
 - b. The photographs included in the Submission must be in a digital format accepted by Instagram for upload.
 - c. Each Submission must be entirely your own work and must not contain any content that is obscene, pornographic, libelous or otherwise objectionable or inappropriate.
 - d. You may not submit any photograph or caption that contains any elements from any other artist's creation, work or pieces.
 - e. Other than the Sponsor, its brands and/or logos, no Submission may show, contain, mention, depict, refer or otherwise allude to the name or logo of any retailer, manufacturer, brand, product, store, place of business, person, company or character in such a way or manner as to imply an affiliation with, or endorsement of, Sponsor or its brand.
 - f. The parent or legal guardian of any identifiable person under the age of majority in his/her state of residence appearing in a Submission must have consented to the Submission.
 - g. You agree that once you submit your Submission, it becomes the licensed property of Sponsor.

5. **JUDGING AND WINNER NOTIFICATION:** At the end of the Contest Period, the Submissions shall be judged by representatives of Sponsor, who will select one winner of the Contest from such Submissions based on the following criteria: (a) up to 10 points will be awarded for the completeness of the Submission; (b) up to 10 points will be awarded for the accuracy of the Submission to the stated daily photo themes set forth above; and (c) up to 80 points will be awarded based on the creativity of the Submission. In the event of a tie, the panel of judges will select the winning entry

according to the judging criteria. The decision of the judges of the Contest on all matters related to the Contest and these Official Rules shall be final and binding. The potential winner of the Contest will be notified of potentially winning the Contest through Instagram or via email and must respond to Sponsor within 48 hours of Sponsor sending such notification, which response shall include the winner's mailing address, age, your first name, last name, address, phone number (including area code) and email address. In the event that the potential winner does not respond within such 48-hour period, or if the potential winner is otherwise ineligible or fails to complete the Prize Claim Documents (as defined below), Sponsor shall have the right, but not the obligation, to award the prize to the entrant whose Submission earned the next highest score. This process may continue until the prize has been awarded. Notwithstanding anything to the contrary set forth herein, Sponsor shall have no obligation to award the prize if the initial entrant selected to win the prize does not respond within 48 hours of Sponsor sending notification or if such entrant is otherwise ineligible or fails to complete the Prize Claim Documents. Sponsor shall have no liability for any winner notification that is not received for any reason. Any Submission that is considered by Sponsor in its sole discretion to be obscene, pornographic, libelous or otherwise objectionable or inappropriate, or which otherwise does not comply with these Official Rules or the Terms of Use, will be disqualified and will not be eligible as a Submission. Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with the privacy policy for the Website and with the consent given by an entrant at the time of entering a Submission. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary.

6. **PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):** One prize will be awarded which consists of one (1) \$500 cash equivalent gift card (approximate retail value \$500.00). Sponsor may in its sole and exclusive discretion replace the prize or any component thereof with a prize of equal or greater value. Total ARV of prize is \$500.00 USD.
7. **PRIZE CLAIM:** The potential winner of the Contest will be notified through Instagram or email as set forth in Section 5 and will be required to sign and return within a specified time period an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") and any other documents Sponsor may require. Failure to timely return a signed Affidavit or other required documents or the return of any prize notification or prize as undeliverable will result in prize forfeiture and the next highest scoring entrant may become the new potential winner of the Contest. The new potential winner of the Contest will also be subject to the requirements set forth in these Official Rules. Federal and state income taxes may apply and are the sole responsibility of the winner of the Contest. All expenses not specifically stated as being included are excluded, including, without limitation, taxes, including any income tax, and are the responsibility of the winner of the Contest. The winner of the Contest will be issued an Internal Revenue Service Form 1099 for the value of their prize for the tax year in which prize was won, if required by law. No assignment or transfer of any prize is permitted.
8. **LICENSE:** By entering a Submission in the Contest, you hereby grant Sponsor and its successors a worldwide, perpetual, exclusive, irrevocable, royalty-free, sublicenseable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, modify, distribute, perform, publicly perform and display your Submission, in any and all media, in whatever form, for any legal purposes whatsoever now known or hereinafter becomes known. You irrevocably waive any and all so-called moral rights they may have in the Submission(s) submitted by you.
9. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** By entering a Submission in the Contest, you represent and warrant that (a) you have read these Official Rules, are eligible to participate in the Contest and agree to be bound by these Official Rules, (b) all of the information

provided by you to Sponsor in connection with the Contest is accurate, (c) your Submission is your original work, (d) your Submission has not been previously published, (e) your Submission has not won previous awards, (f) your Submission does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, (g) if any identifiable person appearing in your Submission is under the age of majority in his/her state of residence, the parent or legal guardian of such person has consented to the Submission, and (h) your Submission does not contain any disabling device, virus, worm, back door or other disruptive or malicious code that may or are intended to impair their intended performance or otherwise permit unauthorized access to, hamper, delete or damage the Website or any other computer system, software, network or data. Sponsor reserves the right to request proof of these representations and warranties in a form acceptable to Sponsor from you at any time. By submitting a Submission, you represent and warrant that you and any persons appearing or who are identifiable in the Submission consents to the submission and use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms of Use. Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion. Each entrant agrees to release, defend, indemnify and hold harmless each of the Sponsor Entities, those working on behalf of the Sponsor Entities and each of their respective officers, directors, managers, representatives, employees, agents, successors and assigns from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, including reasonable attorneys fees, that may arise from or in any way relate to any entrant's participation in the Contest, entrant's breach of any representation, warranty or covenant set forth herein, Sponsor's use of the Submission or the awarding, acceptance, use or misuse of any prize.

10. **DATES AND DEADLINES / ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.
11. **FURTHER DOCUMENTATION:** In the event Sponsor shall desire to secure additional assignments, releases, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of the agreements hereunder, you agree to sign the same upon Sponsor's request therefor (without any need for any additional consideration).
12. **PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between or among Sponsor and you, you irrevocably grant Sponsor and its successors, assigns and licensees, the right to use your Submission, name, Instagram user name, likeness, biographical information, and the name, likeness and biographical information of any individual(s) participating in the Submission, in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Contest or other promotions, and hereby release the Sponsor Entities from any liability with respect thereto, unless prohibited by law.
13. **NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF:** You hereby acknowledge and agree that the relationship between you and the Sponsor Entities is not a confidential, fiduciary or other special relationship, and that your decision to provide your Submission to Sponsor for purposes of the Contest does not place the Sponsor Entities in a position that is any different from the position held by members of the general public with regard to elements of your Submission. You acknowledge and agree that the Sponsor Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise, with

respect to the infringement or protection of your copyright in and to the Submission. Finally, your acknowledge that, with respect to any claim by you relating to or arising out of any Sponsor Entities' actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to you will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief or in any way.

14. **GENERAL LIABILITY RELEASE/FORCE MAJEURE:** You agree that none of Sponsor, Facebook or Instagram, or any of their affiliates, shall be responsible or liable for any losses, damages or injuries of any kind resulting from the Contest or any Contest-related activity and you hereby waive all rights to bring any claim, action or proceeding against any of the Sponsor Entities, Facebook or Instagram with respect thereto. Without limiting the generality of the foregoing, none of the Sponsor Entities, Facebook or Instagram, or any of their affiliates, shall be responsible or liable for (a) any damage to your computer system which is occasioned by accessing the Website or participating in the Contest, (b) 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, (c) incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen Submissions or notifications, (d) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites or other connections, (e) the incorrect or inaccurate capture of information, or the failure to capture any information, (f) any ambiguity with respect to these Official Rules, including the judging criteria, any Affidavit documents or any promotional materials related to the Contest, or (g) any liability arising in connection with any other cause, condition or event whatsoever beyond the control of Sponsor. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be (a) tampering with the entry process or the operation of the Contest or the Website, (b) acting in violation of these Official Rules, (c) acting in an unsportsmanlike or disruptive manner, (d) acting with the intent to disrupt or undermine the legitimate operation of the Contest, or (e) acting in a manner 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 Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including, without limitation, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order or regulation, or other cause not reasonably within Sponsor's control (each a "force majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination.
15. **DISPUTES:** Any and all disputes, claims and causes of action arising out of or in connection with the Contest shall be resolved individually without resort to any form of class action. The Contest shall be governed by and construed in accordance with the laws of the State of Arizona regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Maricopa County, Arizona, and you 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. You agree to service of process by mail or other method acceptable under the laws of the State of Arizona.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE,

INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

16. **WINNER LIST:** To obtain a copy of a winner list, send a self-addressed stamped envelope to Excited for Bethenny Instagram Challenge Winner List, 16101 N. 82nd St., Suite A-9, Scottsdale, AZ 85260. All such requests must be received no later than August 31, 2014. These Official Rules and the winner of the Contest will be posted on the Website.
17. **SEVERABILITY:** The invalidity or unenforceability of any provision of these Official 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 Official 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.
18. **SPONSOR:** SheKnows, LLC, 16101 N. 82nd St., Suite A-9, Scottsdale, AZ 85260. The contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook or any other social media platform. Any and all questions, comments or complaints regarding the Contest must be directed solely to Sponsor, not Instagram, Facebook or any other third party.