

#EOSathome Photo Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Contest may only be entered by residents of the fifty (50) United States and the District of Columbia and who have downloaded the free Instagram application to their smart phone device and have an unlimited data plan. This Contest is governed exclusively by the laws of the United States.

1. How to Enter. To enter the Contest, you must use the Instagram application on your Instagram compatible phone (your carrier's standard data rates apply) and follow the links and instructions to take and submit a photograph (each, a "Photo") through the Instagram mobile application in accordance with the following instructions:

Instructions:

- If you do not already have the Instagram application downloaded to your mobile device, the application is free.
- Follow [@elementstyle](#) INSTAGRAM FEED.
- Use Instagram to submit a Photo of your copy of [ELEMENTS OF STYLE: DESIGNING A HOME & A LIFE by Erin Gates](#) as you styled it in your home. We want to see your ELEMENTS OF STYLE in your living room, on a coffee table, on a fall tablescape, etc. Anything – be creative! Show us your style! (the "Theme")
- Then upload your Photo to Instagram, tag [@elementstyle](#) and include the hashtags [#eosathome](#) and [#westelmfaves](#) in the caption.
- There is no limit to how many photos can be uploaded during the Contest Period.

All entry information and Photos shall be collectively referred to herein as the "Submissions" or each as a "Submission." Simon & Schuster ("Sponsor") reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission is entrant's own creation and is one hundred percent (100%) original; (c) the Submission will not infringe on any rights of any third parties; and (d) any third party whose person or property appears in the Submission has given entrant appropriate written consent (which shall be provided to Sponsor upon request thereof) for such person or property to be photographed and used as permitted herein.

By entering, each entrant further agrees that his or her Submission conforms to the Photo Guidelines and Content Restrictions set forth below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may reject any entrant's Submission and disqualify him or her from the Contest if Sponsor believes, in its sole discretion, that such Submission fails to conform to the Guidelines and Restrictions.

Photo Guidelines:

- The Photo must be in a format suitable for upload via Instagram (e.g., jpeg, .gif, .png format); and

- The Photo cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain brand names or trademarks, except for Sponsor's trademark for which entrant has a limited license to use for the sole purposes of creating and uploading a Submission into this Contest;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, violent, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Submission is created;
- The Submission must adhere to the Instagram Terms of Use set forth here: <http://instagram.com/about/legal/terms/>.

All entrants must have a valid e-mail address. There is no limit to entries per person/Instagram account during the Contest Period. No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. Start/End Dates. Contest begins at 9:00 a.m. ET on November 3rd, 2014, and ends at 11:59:59 p.m. ET on November 17th, 2014 (the "Contest Period").

3. Eligibility. Participation open only to legal residents of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years old as of date of entry and who have downloaded the free Instagram application to their Apple iPhone® or iPad® or Google Android device and have an unlimited data plan. Void outside of the fifty (50) United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsor and its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply.

4. Judging/Judging Criteria. Judges reserve the right, in their sole and absolute discretion, to disqualify any Submissions that are inappropriate for any reason, including without limitation for violating the Guidelines and Restrictions stated above. All Submissions will be judged by a panel of judges that have the required knowledge and experience to apply the judging criteria. All Submissions will be judged based on the following equally-weighted judging criteria: (a) Quality of the Photo (including lighting, composition and Instagram filter chosen); and (b) relevance to the Theme. Subject to verification and compliance with these Official Rules, the highest scoring Submission will be awarded the Prize. In the event of a tie, the Submission with a higher relevance to the Quality of Photo score will break the tie. By

entering the Contest, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

5. Prizes. One (1) Grand Prize winner will receive one West Elm Terrace Bar Cart. Approximate Retail Value (“ARV”) of Grand Prize: \$399. 5 Second Place Winners will each receive one (1) of the following prizes, randomly selected: 1 West Elm 5x8 Kite Wool Kilim Rug in Flax (ARV: \$299); 1 West Elm Mid-Century Task Table Lamp in White (ARV: \$149); 1 West Elm Gold Flatware 4-piece Setting (ARC: \$140); 1 West Elm Faux Fur Ombre Throw in Gray (ARC: \$119); and 1 set of 1 Medium and 1 Large Raffia Trays (ARV: \$113). Total ARV of all prizes: \$1,219.00. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes and unspecified expenses are the sole responsibility of winners. Odds of winning the Contest prize depend on the number of eligible entries received during the Contest Period.

6. Notification. Winners will be notified by Sponsor via Instagram Direct Message on or about November 17th, and will be required to provide a valid mailing address within 48 hours. Additionally, winners may be required to obtain releases from any and all third parties appearing in their respective Submissions. If any winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Official Rules, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

7. Conditions. Sponsor shall not be liable or responsible in the event any winner’s Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor’s sole and absolute discretion. Participation in Contest and acceptance of prize constitutes each winner’s permission for Sponsor to use his/her name, address (city and state), likeness, image, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes, in any and all media now known or hereafter developed, worldwide, in perpetuity, without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor, its partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the “Released Entities”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation property damage, personal injury and/or death which may occur in connection with, preparation for, travel to or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, misappropriation, false association, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action and/or breach of contract. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, acts of terrorism or any other causes outside of Sponsor’s reasonable control.

8. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. “Authorized Account Holder” is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the e-mail address associated with the winning entry. Any attempted form of entry other than as set

forth in Section 1 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK

WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

11. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy at http://www.simonandschuster.com/about/privacy_policy. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

12. List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by November 17th, 2014, to: Simon & Schuster, Attn: Andrea DeWerd, 1230 Avenue of the Americas, New York NY 10020.

13. Sponsor. Simon & Schuster, 1230 Avenue of the Americas, New York NY 10020.