

Shutterfly Holiday 2011 Cards Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Shutterfly Holiday 2011 Cards Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Federated Media Publishing, Inc. ("Sponsor"), Shutterfly, Inc. ("Shutterfly"), Hosting Websites (defined below), ePrize, LLC ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Federated Media Publishing, Inc., 72 Townsend Street, San Francisco, CA 94107. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on November 15, 2011 at 12:00 a.m. Eastern Time ("ET"), and ends on December 6, 2011 at 11:59 p.m. ET (the "Promotion Period"). The computers of each Hosting Website are the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit www.girlsgonechild.net, <http://thespohrsaremultiplying.com>, <http://makingitlovely.com>, or www.makeandtakes.com (each a "Hosting Website"). Follow the instructions to first visit www.Shutterfly.com to take a look at the Photo Card templates and return to the applicable Hosting Website to post a comment about your favorite template. By submitting your comment, you will automatically receive one (1) entry into the Sweepstakes. Posts may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, Administrator or Shutterfly or any other person or party affiliated with the Sweepstakes, or contain material that is unlawful in any way. Sponsor and Shutterfly reserve the right to remove any posts that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. **Limit:** You may enter one (1) time per Hosting Website during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

5. Drawings: The designated overseer of each Hosting Website ("Host"), determined by Sponsor in its sole discretion, is an independent judging entity whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Each Host will randomly

select a potential Sweepstakes winner from all eligible entries received at the applicable Hosting Website, on or around December 7, 2011. Where necessary, potential winners will be contacted by the applicable Host to collect the potential winner's name and email address. Each such potential winner will have two (2) days to respond with the requested information to claim the prize. Thereafter, Administrator will notify the winners by email and except where prohibited, each winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") and such other releases that Shutterfly may require, and which must be received by Administrator within five (5) days of the date notice or attempted notice is sent in order to claim the prize. If a potential winner cannot be contacted, or fails to complete the Declaration within the required time frame, potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, the applicable Host in conjunction with the Sponsor will select an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the applicable prize will remain unawarded. Prizes will be fulfilled approximately 8-10 weeks after all winners are confirmed.

6. Prizes: FOUR (4) GRAND PRIZES (One (1) per Host): A Canon PowerShot S100 camera (valued at approximately \$430) and Shutterfly prize package (valued at approximately \$298) including, fifty (50) 5x7 folded greeting cards OR 5x7 flat stationery cards OR 5x5 flat stationery cards Or 4x8 flat stationery cards, one (1) 12x12 Hardcover Photo Book with twenty (20) pages, one (1) 8x8 Hardcover Photo Book with 20 Pages, Mug, three (3) 12-Month Wall Calendars, one (1) Reusable Shopping Tote and one (1) Ceramic Ornament. Total approximate Retail Value of this prize is ("ARV"): \$728.

Shutterfly prize package will be fulfilled by codes that each winner can use to redeem prizes online and will include one (1) free shipping code. Prize Codes must be redeemed by December 31, 2012. The Canon PowerShot Camera will be shipped to you by Administrator. Sponsor and Administrator are not responsible for complaints or issues regarding codes and winner should address any such issues with the issuer of the code. The ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received at each Hosting Website. Limit: One (1) prize per person.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Shutterfly, Inc., Host, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's, Shutterfly's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to ePrize, LLC's Privacy Policy (<http://www.eprize.com/privacy-policy>), Sponsor's Privacy Policy (<http://www.federatedmedia.net/privacy-policy/>), and Shutterfly's Privacy Policy (<http://www.shutterfly.com/help/privacy.jsp>).

13. Winner List: For a winner list, visit <http://bit.ly/tkFTng>. The winner list will be posted after winner confirmation is complete.

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Shutterfly Holiday 2011 Card Sweepstakes

Abbreviated Rules

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends 12/6/11. To enter and for Official Rules, visit www.girlsgonechild.net/, <http://thespohrsaremultiplying.com>, <http://makingitlovely.com>, or www.makeandtakes.com.

Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.) 18 years or older. Ends 12/6/11. To enter and for Official Rules, including odds and prize descriptions, visit www.girlsgonechild.net/, <http://thespohrsaremultiplying.com>, <http://makingitlovely.com>, or www.makeandtakes.com. Void where prohibited.