

**“Crate and Barrel Designer Custom Challenge”
OFFICIAL RULES
 (“Official Rules”)**

SPONSOR: Contest is sponsored by Euromarket Designs, Inc., an Illinois corporation, d/b/a Crate and Barrel, the headquarters of which is located at 1250 Techny Road, Northbrook, Illinois 60062, (“**Sponsor**”).

1. ELIGIBILITY

The “Crate and Barrel Designer Custom Challenge” (“**Contest**”) is open to individuals who meet each of the following criteria:

- (a) Is a legal resident of the fifty (50) United States (excluding Vermont and North Dakota and U.S. Territories other than the District of Columbia) or the District of Columbia; and
- (b) Is 18 years of age or older at the time of entry; and
- (c) Is a member of or, at time of entry, enrolls in the Crate and Barrel Designer Rewards Program; and
- (d) Has submitted a complete Entry (defined below), subject to the requirements listed in these Official Rules, and can attest that the sketch of a custom furniture piece based on a frame from Lee Industries submitted as part of his/her Entry is solely of his/her design, consistent with the requirements described below in Sections 3(b) and (c) (the “**Custom Furniture Piece**”); and
- (e) Is willing to and, if selected as a winner, will agree to provide express written permission and grant all necessary intellectual property and other rights to provide Sponsor with full use of the sketch of the Custom Furniture Piece, as well as the Custom Furniture Piece itself, for any promotional, commercial, publication and other purposes as set forth in these Official Rules and as Sponsor otherwise may choose in its discretion, for no compensation or consideration other than any prize as may be awarded as part of the Contest; and
- (f) Is of good moral character, has never been convicted of a felony of any nature or any crime of violence, and has nothing in his/her background that would be an embarrassment to Sponsor should Entrant be selected as a winner in the Contest; and
- (g) Is willing to sign all requested waiver, consent, assignment of copyright and authorization forms authorizing the release of the design submitted; and
- (h) Is willing to comply in full with these Official Rules and all other terms and conditions of the Contest (available at <http://www.crateandbarrel.com/designer-rewards/> or upon request from Sponsor); and
- (i) Is not excluded from eligibility by these Official Rules and/or any other terms or conditions of the Contest.

Each individual who enters the Contest (per these Official Rules) and is in full compliance with the above criteria shall be referenced herein as an “**Entrant**.” Only an individual may be an Entrant. If any Entry was created as the result of any collaborative effort, the Entrant must obtain full rights and/or permission from any other persons or entities involved, to submit the Entry as an individual. If chosen as a Winner (defined below), Entrant must sign an affidavit attesting to the truth of all facts stated or depicted in his/her Entry and accompanying materials (described below) and further attesting to the fact that Entrant meets all eligibility requirements stated above and herein. No purchase is necessary to enter the Contest.

Neither (a) any employee nor consultant of Sponsor, Lee Industries or any advertising or promotion agencies or business partners involved with or retained to provide services in connection with the Contest (the “**Promotion Entities**”), and/or any of those entities’ respective affiliates, parent or related entities, subsidiaries or successors, nor (b) the immediate family members of any such employees or consultants, are eligible to enter or win the Contest. For purposes of these Official Rules, the term “immediate family members” is defined as parents, spouses, former spouses, children, grandchildren, dependents, siblings or others similarly related to and/or those living in the same household as the employee or consultant in question. All determinations of eligibility shall be made by Sponsor in its sole discretion. By submitting an Entry, Entrant represents, warrants and agrees that he/she has read and consents to be bound by and to comply with these Official Rules at the time of submitting his/her Entry and throughout the Contest.

2. SPONSOR’S DISCRETION

Any reference in these Official Rules or as part of the Contest to Sponsor’s “discretion” and/or any exercise of discretion by Sponsor shall mean in Sponsor’s “sole and unfettered discretion.”

3. HOW TO ENTER

The Contest will begin on April 4, 2012 at 12:00:01 a.m. CT and will end on May 13, 2012 at 11:59:59 p.m. CT (“**Submission Period**”). During the Submission Period, prospective Entrants may visit a Crate and Barrel store to obtain an entry form or download an entry form from crateandbarrel.com (the “Entry Form”). To enter the Contest, a prospective Entrant must submit via mail to Crate and Barrel, 1250 Techny Road, Northbrook, Illinois 60062, an entry (“**Entry**”) consisting of the following:

(a) One (1) completed Entry Form, limit one Entry Form per Entrant, providing the following:

- (i) An answer to the question “What was the inspiration for your design entry?”;
- (ii) A description of one or two key career accomplishments;
- (iii) An answer to the question “How do you use Crate and Barrel to serve your clients and how can we serve you better as our customer?”;
- (iv) Entrant’s legal name, a valid mailing address, design firm (if any), Designer Rewards member number, and a valid email address. In accordance with Sponsor’s privacy policy, a copy of which can be found online at [**crateandbarrel.com/Privacy**](http://crateandbarrel.com/Privacy), Entrant’s personal information will not be provided or sold to a third party except in conjunction with the Contest and will not be used by Sponsor or its agents other than for contact and notice purposes in connection

with the Contest or for marketing, promotional and mailing list purposes. If Entrant does not wish to receive marketing or promotional mailings from Sponsor or to otherwise be on Sponsor's mailing-list, please visit <http://www.CrateandBarrel.com/Customer-Service/Email-Preference.aspx> and follow the instructions for removing your name/address. Normal Internet access and usage charges imposed by your online service provider will apply and will be your sole responsibility.

(b) One (1) sketch of Entrant's Custom Furniture Piece identifying frame and fabric(s) as follows:

- (i) **Select one (1) Frame:** Entrant must select the frame for the Custom Furniture Piece from either the Lee Industries furniture assortment in a Crate and Barrel store (Bayside, Cameron, Dalton, Eiffel, Essex, Hathaway, Metropole, Oasis and Townsend) or use the Lee Industries frame assortment available online at leeindustries.com. If using a frame from the Lee Industries online assortment, Entrant must provide on the Entry Form the Lee Industries frame name and style number from leeindustries.com. Eligible frame styles include sofa, loveseat, chair, ottoman, bench, chaise, bed and dining chair. Custom sizing of Lee Industries frames, however, is not permitted for purposes of this Contest; and
- (ii) **Select Fabric or Fabrics:** Eligible fabric swatches may be selected from the Lee Industries swatch assortment at Crate and Barrel, from the fabric assortment listed on leeindustries.com, from the Marimekko fabric assortment (available in the following Crate and Barrel stores: Chicago [North&Clybourn], Boston Boylston, San Francisco [Union Square], Los Angeles [The Grove], Hallandale, Florida [Gulf Stream] and New York City [Madison Avenue and Soho]) or Entrant can provide a customer's own material ("COM") swatch. If submitting a COM swatch, Entrant should provide a swatch no smaller than 4"x4" and no larger than 12"x12". If a COM swatch is not available at the time the Entry is submitted to Sponsor, a color copy of the COM fabric design may be submitted.

All Entrants must provide on the Entry Form the name, manufacturer, color and number of the fabric swatch(es) for his/her Custom Furniture Piece. **Fabric may cost no more than \$250/yard.** Customer's own leather ("COL") is excluded from this contest.

Fabric must be readily available to Sponsor for production and purchase from a reputable manufacturer/vendor/seller with a U.S. presence or may be provided to Sponsor by Entrant. A minimum of 1,000 yards must be available for purchase by Sponsor or delivery by Entrant to Sponsor on June 1, 2012. COM must be upholstery-grade fabric that is deemed suitable for residential use. Entrants submitting COM must also provide a release for the COM fabric in the form provided by Sponsor (available at <http://www.crateandbarrel.com/designer-rewards/> or upon request from Sponsor). The release will contain indemnification for Sponsor from any and all claims arising out of Sponsor's use of the COM fabric by a reputable manufacturer/vendor/seller with a US business presence that/who owns the rights to, or has the right to sublicense, the COM for this commercial purpose. The reputability of the manufacturer/vendor/seller shall be determined by Sponsor in its sole discretion; and

For purposes of these Official Rules, all times are Central Time. Limit one Entry per Entrant. If more than one Entry is received from, for or on behalf of an Entrant, only one Entry will be used (and will be selected by Sponsor in its discretion using any method or methods it deems appropriate in any one or more instances) and the remainder discarded and deemed void. An Entry that is incomplete at the end of the Submission Period will be discarded and deemed not to be a valid Entry.

Each Entry (whether complete or incomplete, singular or duplicate) is and shall at all times remain Sponsor's property as of the time submitted and will not be returned or acknowledged.

4. ENTRY REQUIREMENTS/CLEARANCES

Each Entrant or Entry, as the case may be, must meet each of the following requirements and criteria, all of which are collectively referred to herein as the “**Requirements and Clearances**”:

- (a) Automatic Disqualification:** In the event an Entry does not effectively meet the Requirements and Clearances, the Sponsor will disqualify and discard the Entry either immediately or at any time during the Contest. Sponsor reserves the right to remove any Entry that does not meet these Official Rules and the Requirements and Clearances.
- (b) Publicity Release:** By entering the Contest, Entrant represents and warrants that he/she owns, created and has all necessary rights to and in the materials and information in the Entry, including, without limitation, the right to grant all rights and consents necessary for its use to enter the Contest (as set forth herein) and Entrant's name, likeness, city of residence and other information, to the extent permitted by law, for any and all publicity or promotional purposes as Sponsor may choose in its discretion.
- (c) No Infringement:** The content of the Entry must not infringe any person's or entity's rights (including, without limitation, intellectual property rights) in any way, including without limitation, any copyrights, trademarks, logos, company names, labels, symbols, store or building facades, music, photographs, works of art, or images that have been created, distributed, aired or published in any media.
- (d) No Names and Likeness Without Permission:** Unless Entrant has received express prior written permission (and retains and is willing and able to produce to Sponsor upon request a copy of such permission) for use in connection with the Contest, an Entry must not include any individual's name (other than that of Entrant), in whole or in part, refer to public figures, or contain materials embodying the names, likenesses, photographs or other identifying elements of any person, living or dead.
- (e) Obtain Third-Party Releases:** If the Entry contains any material or elements that are not owned by Entrant and/or are subject to any rights of any third parties, Entrant is responsible for obtaining any and all releases and consents in writing necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the Entry, prior to submission of the Entry. Entrants submitting COM must also provide a release for the COM fabric in the form provided by Sponsor. The release will contain indemnification for Sponsor from any and all claims arising out of Sponsor's use of the COM fabric by a reputable manufacturer/vendor/seller with a US business presence that/who owns the rights to, or has the right to sublicense,

the COM for this commercial purpose. The reputability of the manufacturer/vendor/seller shall be determined by Sponsor in its sole discretion.

- (f) **No Illegal, Offensive or Inappropriate Content:** The Entry must not include any content which, in the discretion of Sponsor, constitutes or contains (1) any words, images or statements that are or could be considered offensive to individuals on the basis of age, race, ethnicity, national origin, religion, sexual orientation, disability status, veteran status or any other class or characteristic protected from discrimination by the laws of the United States or any individual state within the United States, or that promote bigotry, racism, hatred, harm or discrimination against any such individuals; (2) any threats (real or perceived) to any person, place, business, group or entity; (3) any materials that depict illegal acts or that are sexually explicit, libelous, obscene, violent, hateful, slanderous or defamatory; or (5) any content not in keeping with Sponsor's reputation and image.

5. JUDGING TO SELECT PRIZE WINNERS

The Sponsor will select five Crate and Barrel merchandise and marketing executive team members to review all entries (the "Judges"). The Judges will select five prize winners. The decisions of the Judges are final and binding on all matters relating to the selection of prize winners. The judging will take place as soon as practicable after the conclusion of the Submission Period. Each Entry will be judged on the following criteria (weighted with the percentages shown) in the Sponsor's discretion:

- The originality and creativity of the sketch of the Custom Furniture Piece (40%);
- How well the sketch of the Custom Furniture Piece evokes or embodies the use of custom frames and fabric, and the Crate and Barrel brand (40%)
- Answer to the question: "How do you use Crate and Barrel to serve your clients and how can we serve you better as our customer?" (10%);
- Strength of Entrant's described career accomplishments (5%); and
- Answer to the question: "What was the inspiration for your design entry?" (5%)

Each Entry will be given a score by the Sponsor based on the above. The (5) Entries with the highest score and that comply with these Official Rules will be deemed the **"Winners"**;

In the event of a tie, the Entry with the highest score in first bullet point above (originality and creativity) will be deemed the Winner from among the tying Entries with the highest total score. If ties still remain, the Entry with the highest score in the second bullet point above will be deemed the Winner from among the tying Entries with the same score in the first bullet point above. If ties still remain, the tying Entries with the same total score and the same score in the first and second bullet points above will be re-judged by the Sponsor using the same three criteria. All Entries and scores will be retained until a Winner is chosen for each of the five (5) prizes. Once an Entry or an Entrant is deemed ineligible, however, the Entry will be discarded and not further considered. If the fabric selected by a potential Winner is not available to Sponsor for any reason, Sponsor reserves the right to discard the Entry or, in its discretion, to coordinate with the potential Winner regarding the selection of a substitute fabric. The decisions

of the Sponsor are final and binding on all matters relating to the Contest including selection of the Winners.

6. PRIZES

Each of the five winning Custom Furniture Pieces will be (a) produced by Lee Industries at no cost to Winner, aside from any taxes, (b) placed on display in Crate and Barrel stores in the United States and/or Canada, and featured in at least one (1) Crate and Barrel catalog and online at **crateandbarrel.com**, and (c) sold in limited edition in Crate and Barrel stores in the United States and/or Canada and online at **crateandbarrel.com** during the Custom Upholstery Sale in Fall 2012. Within 30 days of the end of the Custom Upholstery Sale (currently scheduled for October 8, 2012, although that date may change in Sponsor's discretion), each Winner will be contacted by Sponsor to schedule delivery of his/her new Custom Furniture Piece to Winner's home address via Crate and Barrel delivery service at no charge to Winner.

Winners also must be willing, where permitted by law, in addition to signing and abiding by the terms of the publicity release described below:

- To coordinate with Sponsor as necessary during the last two weeks of May 2012 to place the order for his/her winning Custom Furniture Piece and, in the case of Entrant-provided COM, to make arrangements with Sponsor for delivery of the COM to Sponsor along with the release referenced above in Sections 3(b)(ii) and 4(e); and
- To be interviewed by telephone, video or otherwise; and
- To make him/herself available for such interviews and/or appearances as Sponsor may request following the conclusion of the Submission Period; and
- To have him/herself identified as a Winner and photographed along with his/her Entry, with such photographs to be disclosed and displayed on the blog(s), Facebook page(s), Twitter account(s), website(s), email(s) and catalog(s) of Sponsor and Sponsor's affiliates, at Sponsor's discretion; and
- To otherwise participate in such marketing and promotional events and activities relating to the Contest as Sponsor may request.

Except where prohibited by law, Entrants must agree to make themselves exclusively available to Sponsor for publicity and promotion relating to the Contest, and must agree not to allow interviews relating to the Contest by other media outlets, including television, magazines, newspapers, radio and Internet, and/or by competitors of Sponsor, unless expressly authorized to do so in writing by Sponsor. This obligation shall be and remain in effect through the end of the Custom Upholstery Sale in Fall 2012.

Total retail value of Prizes will depend on selections made by Winners in designing the Custom Furniture Pieces. Estimated value of the five Prizes is between \$2,500 and \$42,500.

7. EXPENSES; TAXES; FEES

All expenses not specifically mentioned herein are not included and are solely each Winner's responsibility. Prizes consist of only those items specifically listed. Sponsor reserves the right in its discretion, for any reason or no reason, to substitute prizes of equal or greater values. No

other substitutions or transfers of prizes permitted. Sponsor is responsible only for prize delivery; Sponsor is not responsible for prize utility, quality or otherwise. Taxes, if any, are the sole responsibility of the Winner. All Winners, as a condition of winning, must complete and return to Sponsor a W-9 form; all prizes will be reported on an IRS Form 1099 reflecting the value of the individual's prize. In the event that any portion of any prize is canceled or postponed for any reason, Sponsor will have no obligation to award compensation in lieu thereof, and the remainder of the prize will be awarded.

8. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES

After judging to select Winners has finished, the potential Winners will be notified in accordance with the contact information provided in their respective Entries by mail, courier, email or other method chosen by Sponsor in its discretion. Sponsor reserves the right to verify Winners collectively or one or more at a time, as it deems appropriate and expedient in its discretion, and in whatever order it chooses. To be confirmed as a Winner and to be awarded a prize, Entrant will be required to sign an Affidavit of Eligibility and Release of Liability, a W-9 Form, a Publicity Release (where legally permitted), and a Background Check Authorization (the **"Required Documents"**) and to return all such documents by email or overnight mail within five (5) business days of the date sent to Entrant by Sponsor.

Should a prize notification or prize addressed to a particular Entrant be returned as undeliverable, Sponsor will not resend the notice (whether by the same or another method), research the Entrant's address or make any further attempts at delivery. That Entrant will be deemed disqualified and another Entrant will be chosen as a Winner.

Sponsor reserves the right to conduct a background check of each Entrant chosen as a Winner before confirming such Entrant as a Winner and awarding a prize. If the background check reveals that, in Sponsor's discretion, Entrant has been convicted of a crime or otherwise engaged in any conduct that would disqualify Entrant pursuant to these Official Rules or that, in Sponsor's discretion, would reflect adversely on Sponsor, Sponsor may disqualify the Entrant. The Background Check Authorization forms will be used by Sponsor only with respect to potential Winners; any other such authorizations collected in the prize notification process will be held until the five Winners are confirmed and used only in the event a higher-scoring prize Winner is not qualified to receive a prize. All Background Check Authorizations other than those used to confirm or disqualify the Winners will be destroyed after the Winners are named.

Winners will be announced after the Required Documents are received and the respective Winners are confirmed. Sponsor reserves the right to announce Winners collectively, one at a time, or in any order or clusters as it deems appropriate in its discretion. Sponsor will contact Winners within thirty (30) days of the end of the Custom Upholstery Sale to coordinate delivery of his/her Custom Furniture Piece.

9. RELEASES

By entering the Contest, Entrant releases and holds harmless Sponsor, Lee Industries, Inc. and the Promotion Entities, as well as each of their respective affiliates, parent or related entities, subsidiaries, or successors and the officers, directors, employees and agents of each of them, against any and all claims, demands and liabilities arising out of or relating to the Contest, Entrant's participation in the Contest and/or any Contest-related activity, including, without limitation, winner's responsibility for, use or misuse of any prize or any portion thereof. Winners

assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest and/or use/redemption of any prize.

10. MISCELLANEOUS

Entrant can download a PDF of these Official Rules and an Entry Form at <http://www.crateandbarrel.com/designer-rewards/>. Entrant agrees to be bound by these Official Rules and Sponsor's Privacy Policy (see Section 15 below). Sponsor is not responsible for any typographical or other errors in the submission, the Entry, the printing of the offer, administration of the Contest or the announcement of the prizes. Sponsor is not responsible for any electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive Entry by Sponsor due to technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other similar causes or causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then, subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend or terminate the Contest.

11. DISQUALIFICATION

SPONSOR RESERVES THE RIGHT IN ITS DISCRETION TO DISQUALIFY ANY PERSON WHO TAMPERS OR IS SUSPECTED OF TAMPERING WITH AN ENTRY OR ANY WEBSITE OR OTHER SYSTEM CONNECTED WITH AN ENTRY. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE, INCLUDING BUT NOT LIMITED TO, THE ENTRY SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND/OR SEEK DAMAGES AND/OR OTHER RELIEF FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

12. GRANT OF RIGHTS

By submitting his/her Entry, Entrant irrevocably assigns and transfers to Sponsor all rights, title and interest in the Entry and all information and materials contained therein or attached thereto, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all moral rights and all derivative rights), for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. For all personal rights, such as publicity rights, or any other rights that Entrant cannot irrevocably assign to Sponsor ("**Personal Rights**"), where permitted by law, Entrant hereby grants, by submitting his/her Entry, to Sponsor a nonexclusive, worldwide, perpetual, irrevocable, transferrable license, but not obligation, to use any such Personal Rights for the purpose of this Contest without any further compensation other than the opportunity to win one of the prizes listed above. Entrant agrees to execute any documents that Sponsor may require to effect such transfer of right without any compensation or consideration other than entry to the Contest as specified in these Official Rules.

13. NO OBLIGATION TO USE

Other than to announce the Winners, Sponsor shall have no obligation (express or implied) to use any Entry or any information or materials contained therein or attached thereto, in any advertising, merchandising or promotion or to otherwise distribute, publicize or exploit any Entry, or, if commenced, to continue the distribution, publication or exploitation thereof, and Sponsor may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and neither Entrants nor Winners shall be entitled to any damages or other relief by reason thereof.

14. WINNERS' LIST

For a list of Winners (after October 15, 2012 and before January 31, 2013), send a self-addressed, stamped envelope to: Crate and Barrel "Designer Reward Custom Upholstery" Contest, c/o Crate and Barrel 1250 Techny Road, Northbrook, IL 60062. Winners lists will be sent to requestors, and Winners' names will be posted on **crateandbarrel.com** after selection, verification and announcement of all Winners.

15. PRIVACY POLICY

By entering the Contest, Entrant agrees (a) to Sponsor's use of his/her personal information as described in Sponsor's Privacy Policy, which can be viewed at **crateandbarrel.com** and (b) to Sponsor's sharing of this information with the Promotion Entities.

16. GOVERNING LAW

The Contest is governed by and subject to the laws of Illinois, and all disputes of any nature, in any way directly or indirectly related to the Contest shall be decided in accordance with the laws of Illinois and shall be subject to exclusive jurisdiction in the state or federal courts of Cook County, Illinois. Void where prohibited by law.