

STAPLES #MAKEMOREHAPPEN SWEEPSTAKES
NO PURCHASE NECESSARY TO ENTER OR WIN.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 U.S. & D.C., WHO ARE 18 YEARS OF AGE AND OLDER AS OF DATE OF ENTRY. VOID WHERE PROHIBITED.

1. SWEEPSTAKES PERIOD: The Staples #MakeMoreHappen Sweepstakes (“Sweepstakes”) begins at 10:00:00 a.m. Eastern Time (“ET”) on January 7, 2016 and ends at 11:59:59 p.m. ET on January 21, 2016 (“Sweepstakes Period”).

2. ELIGIBILITY: Open to legal residents of the 50 United States and D.C., who are 18 years of age and older as of date of Entry. Employees of Staples the Office Superstore, LLC (“Sponsor”) and their subsidiaries, Don Jagoda Associates, Inc. (“Administrator”) and each of their respective parents, subsidiaries, divisions, affiliates, advertising and promotion agencies and the immediate family members of their employees or those residing in the same household are not eligible. Void where prohibited by law and subject to all federal, state, and local laws.

3. HOW TO ENTER: NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. There are three (3) ways to participate during the Sweepstakes Period:

1) FACEBOOK METHOD OF ENTRY

During the Sweepstakes Period, Sponsor will post on the Staples Facebook page asking consumers to comment with an original photo of their favorite quote that inspires them to #MakeMoreHappen at work (“Call to Action Post”). You may enter by commenting on the Call to Action Post with the photo of your favorite quote written out on a chalkboard, whiteboard or piece of paper (“Photo”) to receive one (1) entry (“Entry”) into the Sweepstakes.

You must have a Facebook account to enter via Facebook. If you do not have a Facebook account, visit www.Facebook.com. Commenting on the Call to Action Post with a Photo during the Sweepstakes Period constitutes your agreement to these Official Rules.

2) TWITTER METHOD OF ENTRY

During the Sweepstakes Period, tweet your original Photo and include #MakeMoreHappen, #sweepstakes and tag @Staples to receive one (1) Entry into the Sweepstakes.

You must have a Twitter account to enter via Twitter. If you do not have a Twitter account, visit www.Twitter.com. Twitter accounts must be set to public. Including #MakeMoreHappen, #sweepstakes and tagging @Staples in an Entry (tweet on Twitter) during the Sweepstakes Period constitutes your agreement to these Official Rules.

3) INSTAGRAM METHOD OF ENTRY (via your web-enabled mobile device)

During the Sweepstakes Period, post your original Photo and include #MakeMoreHappen, #sweepstakes and tag @Staples to receive one (1) Entry into the Sweepstakes.

You must have an Instagram account to enter via Instagram. If you do not have an Instagram account, and you would like to create one for free, download the free Instagram app to your mobile device at the Apple® App Store, the Google® Play store, or Windows Marketplace. Instagram accounts must be set to public. Including #MakeMoreHappen, #sweepstakes and tagging @Staples in an Entry (post on Instagram) during the Sweepstakes Period constitutes your agreement to these Official Rules.

Entry Requirements include:

- Photos should not include copyrighted material or any third-party materials (that you do not have rights to use).
- Entry may feature the entrant and/or additional people (who are 18 years of age or older) in Photo. If so, please make them aware that you are submitting their image in this Sweepstakes and that they agree to the submission of their image.
- Entry must be in English.
- Photos must be posted/tweeted in accordance with the Facebook Terms of Service, Twitter Terms of Service and/or Instagram Terms of Use (as applicable).

All Entries must comply with these Official Rules and the registration instructions in order to be eligible. All Photos must be non-professional and the sole, original work of the entrant (although the quote need not be original to the entrant). Entries may not have been published previously or have been submitted in any other competition. The entrant must own all rights in and to the Entry. Entries must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor, in its sole discretion. The Entry may not contain obscene, profane, lewd, defamatory or inappropriate images or text; and may not include nudity, acts of violence, acts that appear to cause injury or harm, or acts that are illegal or dangerous, as determined in Sponsor's sole discretion. Entries may not contain any third party materials (that you do not have the rights to use), and may not contain any materials that, violate or infringe (or may be at risk of infringing) any third party rights, including without limitation copyright, trademark rights, privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights. Entries should not contain personal or proprietary materials of any entity or person living or deceased. Sponsor has the sole discretion to determine whether an Entry is eligible. Any Entry that violates this section or is otherwise objectionable (as determined solely by Sponsor), will not be considered and will be disqualified. Automated, script, macro or robotic Entries will be disqualified.

Entries that meet the requirements set forth in these Official Rules may be posted to a Sweepstakes gallery, after review by the Sponsor. If your Entry does not meet these requirements, it will be disqualified. If posting an Entry online, Sponsor reserves the right to blur out any infringing material in their sole discretion. Entries will not be judged. Sweepstakes ends at 11:59:59 p.m. ET on January 21, 2016. Entries must be unique. All Entries must be submitted by 11:59:59 p.m. ET on January 21, 2016 in order to be eligible for the Grand Prize random drawing. Normal Internet access and usage charges imposed by entrants' online service will apply and are entrants' sole responsibility. If entering via a mobile device, normal phone/data and usage charges imposed by your phone service may apply. Sponsor is not responsible for any compatibility issues with entrant's device/browser used for Entry. Entries become the property of Sponsor upon receipt and will not be acknowledged or returned. Potential winners may be required to show proof of being the authorized account holder of the email address associated with the Facebook/Twitter/Instagram account associated with the Entry. Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, or misdirected Entries; or other error of any kind whether human, mechanical, or electronic. CAUTION: Any attempt to deliberately damage any web site, or undermine the legitimate operations of the Sweepstakes, is a violation of the criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such participant to the fullest extent permitted by law and to disqualify such participant from the Sweepstakes. In the event the Sweepstakes is compromised by virus, bug, unauthorized human intervention, or other causes beyond the control of Sponsor that corrupts or impairs the administration, security, fairness, or proper play of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes and award prizes from among all eligible Entries received prior to cancellation. Sponsor is not responsible for lost, late, misdirected, corrupted, or incomplete Entries. Proof of submission is not proof of receipt by Sponsor.

4. TRANSFER OF RIGHTS: By submitting an Entry, entrants (or the parent/legal guardian if the entrant is a minor in her/her primary state of residence) and winners (or the parent/legal guardian if the winner is a minor in her/her primary

state of residence) acknowledge and agree that their Entries (including Facebook username/Twitter handle/Instagram handle and all information submitted as part of the Entry) become the property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use Entries in any way it sees fit.

5. RANDOM DRAWING: Twenty (20) Grand Prize winners will be selected in a random drawing on or about January 22, 2016 from all eligible Entries received throughout the Sweepstakes Period. The random drawing will be conducted by the Administrator, an independent judging organization whose decisions are final on all matters relating to the Sweepstakes. Odds of winning a prize depend upon the total number of eligible Entries received.

6. GRAND PRIZES: Grand Prizes [twenty (20) total]: A Writeyboard Prize Pack. Prize pack includes one (1) Dry Erase Calendar, one (1) Dry Erase Board and \$200 Staples eGift Card. The ARV of each Grand Prize is \$242.98. All components of Prize Packs are Sponsor-specified. eGift cards subject to restrictions and an expiration date may apply.

Prize winners on Facebook will be notified by reply to their comment on the Call to Action Post and confirmed via email. Prize winners on Twitter will be notified via direct message on Twitter and confirmed via email. If a Prize winner on Twitter does not follow @Staples and does not accept direct messages from all users, he/she will be required to follow @Staples within 24 hours of notification attempt or prize will be forfeited. Prize winners on Instagram will be notified via direct message on Instagram and confirmed via email. Winners must respond to comment/direct message within 48 hours of notification attempt or prize will be forfeited. Winners must then verify their mailing address/age and provide an assignment of rights within 48 hours of notification attempt or prize will be forfeited and an alternate winner will be selected. If prize or prize notification is returned as non-deliverable, or if the potential winner fails to respond to the prize notification, or confirm mailing address within the required period, an alternate potential winner will be selected and contacted (in accordance with these Official Rules). If a winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate potential winner will be selected and contacted (in accordance with these Official Rules). By accepting a prize, winners grant consent to use of their name, Facebook username/Twitter handle/Instagram username, Photo, Entry and likeness (if applicable) to be used for advertising and Sweepstakes purposes without additional compensation, except where prohibited. Prizes are not transferable; no substitutions or cash equivalents are allowed except by the Sponsor who reserves the right to award a prize (or portion of a prize) of equal or greater value if advertised prize (or portion of the prize) is unavailable. Limit one (1) prize per person/household. Prizes are not redeemable for cash. Taxes related to the prizes are the responsibility of the winners (or the parent/legal guardian if the winner is a minor in her/her primary state of residence). No responsibility or liability is assumed for damages, losses or injury resulting from acceptance or use of any prize. All other expenses and costs not expressly listed above are each winner's (or winner's parent/legal guardian if winner is a minor in her/her primary state of residence) sole responsibility.

7. GENERAL RULES: In the event of a dispute regarding any Entry, that Entry will be deemed made by the authorized account holder of the email address associated with the Facebook/Twitter/Instagram account used at the time of the submission. By participating in this Sweepstakes, entrants (or entrant's parent/legal guardian if entrant is a minor in her/her primary state of residence) agree to be bound by the Official Rules and the decisions of the Sponsor/Administrator. The Sponsor and its agencies are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the Entries in this Sweepstakes. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Sweepstakes or web site; violates the official rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. 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. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of the Sponsor and award the prizes from among all eligible Entries received prior to cancellation. The Sponsor and each of its respective affiliates, officers, directors, agents, employees, Instagram and Twitter will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. Winners (or winner's parent/legal guardian if winner is a minor in her/her primary state of residence) assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of a prize.

8. DISPUTES: The Sweepstakes and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the Commonwealth of Massachusetts in the United States of America, without regard to conflicts of law provisions. Entrants (or entrant's parent/legal guardian if entrant is a minor in her/her primary state of residence) submit to exclusive personal jurisdiction in Commonwealth of Massachusetts and agree that any dispute shall be brought in the state and federal courts in Commonwealth of Massachusetts. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred; including costs associated with entering the Sweepstakes, but shall not include attorneys' fees. Entrant (or his/her parent/legal guardian if entrant is a minor in his/her primary state of residence) hereby waives all rights to claim punitive, incidental, and consequential damages and/or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. If any provision of these Official Rules is deemed to be invalid or unenforceable, in whole or in part, such provision will be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable and these Rules will be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

9. PRIVACY POLICY: Information collected by Sponsor in connection with this Sweepstakes may be used by Sponsor and shared with third parties involved in administration of the Sweepstakes in accordance with the online Privacy Policy posted at <http://www.staples.com/sbd/content/help/policies/privacy.html>. The Entrant (or his/her parent/legal guardian if a minor in his/her primary state of residence) agrees to the collection, processing and storage of his/her personal data by Sponsor for the purposes of the Sweepstakes.

10. WINNERS LIST: To obtain a copy of the complete winners list, available after February 22, 2016, for a period of at least 30 days, send a self-addressed stamped envelope postmarked to: Staples #MakeMoreHappen Sweepstakes Winners List, Dept. AW, 100 Marcus Drive, Melville, NY 11747. Residents of Vermont may omit return postage.

11. SPONSOR/ADMINISTRATOR: The Sponsor of the Sweepstakes is Staples the Office Superstore, LLC, 500 Staples Drive, Framingham, MA, USA 01702. The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. Any questions or complaints regarding this Sweepstakes shall be directed to Staples the Office Superstore, LLC, not Facebook, Twitter or Instagram. You understand that you are providing your information to Staples the Office Superstore, LLC and not to Facebook, Twitter or Instagram.