

#SleepingWithABump Instagram Contest
Sponsored by Mattress Firm
Thursday, March 26 – Wednesday, April 1, 2015
Official Rules

NO PURCHASE, APPLICATION, OR USE OF MATTRESS FIRM PRODUCTS OR SERVICES IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** Mattress Firm’s “#SleepingWithABump” Instagram contest (the "Contest") is open only to legal residents of the 48 continental United States and the District of Columbia. Participants must be at least eighteen (18) years of age at the time of entry and have an Instagram account to be eligible. Employees, officers and directors of Mattress Firm, Inc. d/b/a Mattress Firm (the “Sponsor”), Jackson Spalding, Inc., Small Fry, and their parent companies, subsidiaries, affiliates, advertising and promotion agencies, or law firms (collectively, the “Contest Entities”), and the immediate family members of any such employee, officer or director, and any person residing in their same households, whether or not related, are not eligible to participate in the Contest or win a Prize. The term “immediate family member” includes spouses, un-married partners, parents, grandparents, siblings, children, and grandchildren and their respective spouses, regardless of where they reside. By entering the Contest, participants agree to accept and be bound by all terms of these Official Rules and Mattress Firm’s decisions. The Contest is subject to all federal, state and local laws and regulations and is void wherever prohibited by law.
2. **SPONSOR:** Mattress Firm, Inc. d/b/a Mattress Firm, 5815 Gulf Freeway, Houston, Texas 77023 (“Mattress Firm” or “Sponsor” or the “Company”). The Contest is in no way sponsored, endorsed or administered by or associated with Instagram or Tempur-Pedic®. By entering, you understand that you are providing your information to Mattress Firm, and not to Instagram or Tempur-Pedic®.
3. **HOST:** Small Fry Blog (“Host”), <http://www.smallfryblog.com/>
4. **AGREEMENT TO OFFICIAL RULES:** Entry in the Contest constitutes participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a Prize is contingent upon fulfilling all requirements set forth herein.
5. **ENTRY PERIOD:** The Contest begins at 12:00 a.m. EST on Thursday, March 26, 2015 and concludes at 11:59 p.m. EST on Wednesday, April 1, 2015 (the “Promotion Period”). Entries submitted prior to or after the Promotion Period will be disqualified.
6. **HOW TO ENTER:**
 - During the Contest Period, you may enter by posting one (1) photo of yourself while pregnant using the hashtag #SleepingWithaBump on Instagram. Limit one (1) entry per person, per Instagram account.

- You must use the hashtag #SleepingWithABump in the caption of your photo and follow @MattressFirm and @SmallFryBlog on Instagram in order to be entered.

All eligible Entries received during the entire Contest Period must be received by 11:59 p.m. EST on Wednesday, April 1, 2015 to be eligible for the random drawing. The clock used by Instagram will be the official clock for the Contest.

Use of computer programs and other automatic means to enter the Contest is prohibited and will result in disqualification. Normal Internet access and usage charges imposed by your online service may apply.

Any attempt by any entrant to obtain more than the permitted number of Entries by using multiple and/or different identities, registrations, addresses or any other method will void all of that entrant's Entries and that entrant may be disqualified at Sponsor's discretion. None of the Contest Entities shall be responsible for misdirected, incomplete, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit a participant's ability to participate in the Contest or damage to a user's system as a result of participation in the Contest or downloading of any information necessary to participate in the Contest. False or deceptive entries or acts, as determined by Sponsor or Promoter, will render the entrant ineligible. Sponsor reserves the right, in its sole discretion, to cancel or modify the Contest should any computer virus, malfunction or other cause beyond their control corrupt the administration, security or proper operation of the Contest. All entries become the property of Sponsor and will not be returned. All entries must be submitted in the name of an individual person and a prize can only be awarded to the person whose name is on or corresponds to each winning entry. Unclaimed prizes may not be awarded.

7. **HOW TO WIN:** At or around 5:00 p.m. EST on Monday, April 6, 2015, Promoter will randomly select three winners from among all eligible entries received. The potential winners will be notified through a comment on their original contest entry on Instagram. Within twenty-four (24) hours after notification is sent, the potential winner must respond on Instagram confirming eligibility and acceptance of the Prize to become a "Winner." If a potential winner does not submit a timely reply, an alternate winner may be selected at Sponsor's sole discretion. Notification is deemed sent when the comment is posted by Sponsor. All decisions of Sponsor and/or Promoter in all matters relating to the Contest are final and binding. The odds of winning a Prize depend on the number of eligible entries received during the Promotion Period. Sponsor, and/or Promoter, may elect, at its sole discretion, to select an alternate winner from eligible entries, if the Prize or Prize notification is returned as undeliverable, the potential winner fails to respond to notification attempt within the stated time period, or in the event the potential winner declines the Prize. If no eligible Winner can be identified after reasonable attempts, Prize may not be awarded.
8. **PRIZE:** The reporting and payment of any tax liabilities incurred by the entrant as a result of this Contest and any Prize won are the sole responsibility of the entrant. No substitution or transfer of Prize or cash redemptions permitted by Winner without Sponsor's consent. Unclaimed prizes may not be awarded. Prizes include:

- The first place winner will receive: One (1) Tempur-Pedic® Cloud Supreme Breeze queen mattress set, one (1) Simmons Kids BeautyRest Beginnings Naturally Healthy Nights Crib Mattress from Olejo, one (1) Coconut Bliss Pillow from Mattress Firm, one (1) copy of *Sleep Deprived No More: From Pregnancy to Early Motherhood – Helping You and Your Baby Sleep Through the Night* by Jodi A. Mindell, and one (1) 1-year subscription to *Parents* magazine and *Family Circle* magazine. The total approximate retail value of the prize is \$3,885.
- The second place winner will receive: One (1) \$300 gift certificate for A Pea in the Pod, one (1) L'Occitane Almond Supple Skin Oil, one (1) \$50 gift certificate to DSW Shoe Store, one (1) copy of *Sleep Deprived No More: From Pregnancy to Early Motherhood – Helping You and Your Baby Sleep Through the Night* by Jodi A. Mindell, and one (1) 1-year subscription to *Parents* magazine and *Family Circle* magazine. The total approximate retail value of the prize is \$410.
- The third place winner will receive: One (1) \$100 gift certificate to Lululemon, one (1) Jawbone UP Move, one (1) copy of *The Well-Rounded Pregnancy Cookbook*, one (1) copy of *Sleep Deprived No More: From Pregnancy to Early Motherhood – Helping You and Your Baby Sleep Through the Night* by Jodi A. Mindell, and one (1) 1-year subscription to *Parents* magazine and *Family Circle* magazine. The total approximate retail value of the prize is \$183.

9. **GENERAL CONDITIONS, RELEASE, INDEMNIFICATION AND LIMITATIONS OF LIABILITY:** By entering the Contest, entrants agree to release, indemnify, hold harmless and defend the Contest Entities, Instagram, or Tempur-Pedic® from any and all liability claims or actions of any kind whatsoever for injuries, damages or losses to persons (including wrongful death) and property which may be sustained in connection with the receipt, ownership, possession or use of the Prize by Winner and/or other users of the Prize, or while winner and/or guest or user of the Prize is preparing for, participating in, and/or traveling to or from any prize-related activity. The Contest Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery, acceptance, possession and/or subsequent use or misuse of the Prize awarded. In the event more Winner notifications are issued, or more winning Prize claims are received, than the number of Prizes set forth in these Official Rules due to computer, printing, seeding, human, or other error or problem, Sponsor and/or Promoter may select an alternate winner to award the proper number of Prizes as set forth in these Official Rules. In the event of sabotage, acts of God, computer virus or other events or causes beyond the Sponsor's reasonable control, which corrupt the integrity, administration, security or proper operation of the Contest, Sponsor reserves the right to cancel or suspend the Contest. In the event of cancellation, Prize will be awarded from among all eligible, non-suspect entries received prior to the event requiring such cancellation. As a condition of entering the Contest, **ENTRANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ANY CONTEST ENTITY, INCLUDING INSTAGRAM, MATTRESS FIRM, INC AND ITS AFFILIATES FOR ANY AND ALL LOSS OR DAMAGE, AND/OR ANY CLAIM OR DEMANDS THEREFORE, ON ACCOUNT OF TAXES OWED OR INJURY TO THE PERSON (INCLUDING WRONGFUL DEATH) OR PROPERTY ARISING OUT OF OR RELATED TO USE, OWNERSHIP OR RECEIPT OF THE PRIZE AND/OR**

TRAVELING TO OR FROM ANY PRIZE-RELATED ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF A CONTEST ENTITY OR OTHERWISE.

10. **DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Contest entrant and Sponsor, and/or Promoter, shall be governed by, and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of Texas, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Texas. In any action brought to enforce the obligation or right of any party hereunder, they consent to personal jurisdiction and venue in any court of appropriate jurisdiction in Houston, Harris County, Texas, USA. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
11. **PRIVACY STATEMENT/DATA COLLECTION & USE/RELEASE.** The information submitted by all entrants will be available to Mattress Firm. For more information on how this information may be used by the Company, please read its Privacy Policy, which can be found at <http://www.mattressfirm.com/PRIVACY%20POLICY-M27.aspx>. In addition, by entering this Contest, you agree that Mattress Firm may use the information you provide to contact you from time to time regarding special offers and promotions it thinks may be of interest to you and for other marketing and business purposes. By entering the Contest, entrant agrees to the use by Mattress Firm and its designees of his/her name, city and state of residence, and photograph/likeness/voice for advertising, promotional and other purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation or permission, except where prohibited by law.
12. **OFFICIAL RULES AND SWEEPSTAKES RESULTS:** To request a copy of the Official Rules or the names of the winner, send a self-addressed, stamped envelope to: Mattress Firm, Mattress Firm's #SleepingWithaBump Contest - Official Rules/Results, 5815 Gulf Freeway, Houston, Texas 77023.

Requests for copies of the Official Rules must be received by June 30, 2015 and requests for identification of the Winners must be received by April 30, 2015. In addition, the Winners' names will be made available no later than Tuesday, April 7, 2015 at 5:00 p.m. EST.