

- Sorry, kids. No minors can swap.
- Please don't do, or bid to do, anything dumb or dangerous. We're not responsible for your bad decisions or bad luck.
- If your bid is not in good taste, you don't stand a chance. Read the terms and conditions for prohibited content.
- We hope to swap a lot of furniture, but there is no guaranteed number of successful bids.
- If you submit a cool bid, we might even use your submissions and name to promote the Swap Meet.
- See the following terms before submitting a bid. And, please, keep any video submissions under 1 minute.

Blu Dot Swap Meet

Terms & Conditions

This event is intended to be fun, interesting, and a great way to pick up cool furniture for nothing more than creative ideas and bids. The concept is simple. You make Blu Dot a creative bid: something you will do, provide or create in exchange for a specific piece of Blu Dot furniture. If Blu Dot thinks it's a fair bid, they will accept it. If not, they will refuse it, and it's back to the drawing board for you. There are no guarantees that Blu Dot will accept any bids. Remember, if a bid is accepted, it constitutes a valid contract, so you will be expected to uphold your end of the bargain.

Submitting Bids and Comments

- **Eligibility.** You must be a legal resident of the contiguous forty-eight (48) United States or the District of Columbia, and the age of majority or older in your state or jurisdiction of residence at the time of submitting a bid. Void in Alaska and Hawaii and anywhere prohibited or restricted by law.
- **Time Period.** The Swap Meet is scheduled to be open for business between when Blu Dot opens the bidding on or around July 16 and July 29, 2021 at 11:59 p.m. CST. Blu Dot is not obligated to accept, consider or respond to any bids received after the deadline, but there is no prohibition against Blu Dot considering such bids.
- **Bids.** The following content should not be part of your bid on the site: sexually explicit content or bids, any form of human or animal abuse, drug or alcohol use, graphic violence, hate speech, dangerous stunts, anything intended to disgust consumers, or anything else that Blu Dot won't like. Plus, keep all video submissions under 60 seconds. We reserve the right to remove any bid and terminate your access to the site if, in our opinion, you've violated the above.
- **Accepted Bids- Contract with Blu Dot.** Only one bid will be accepted per person! When a bid is accepted, it will be designated in the comments of @bludotswapmeet and displayed on @bludot. When Blu Dot accepts a bid, it creates a binding contract

between Blu Dot and the bidder based on the terms of the bid. Blu Dot will send the successful bidder an e-mail confirming that the bid has been accepted and that the bidder must perform the service or provide the goods listed in the bid within ninety (90) days of the notice of acceptance date. Once the successful bidder fully performs his or her side of the bargain, Blu Dot will deliver the chosen furniture to the bidder at Blu Dot's cost. If it is impossible for the accepted bid to be completed within 90 days (for example, if the bid is for providing one insult a day for a full year), then Blu Dot may deliver the chosen furniture after receiving a "good faith deposit" of forty-five (45) days of completed performance. Should the bidder subsequently fail to complete the full terms of the bargain after receiving the furniture, he/she agrees to return the furniture received to Blu Dot at the bidder's expense and to be relentlessly shamed via social media. Blu Dot reserves the right to deliver the furniture by the most convenient means available to Blu Dot. The contract will be completed exactly as outlined in the bid, unless both parties agree otherwise. This means no refunds, no returns, and no substitutions. All transactions are final! If you have questions, please review the Customer Service FAQs at <https://www.bludot.com/contact-us>

- Posts/Comments. Eligible submissions will be posted @bludotswapmeet on Instagram at Blu Dot's sole discretion. We'll do our best to get things posted as soon as possible, but ultimately, we reserve the right to post at our own pace. Feel free to let the bidders and Blu Dot know what you think about the posted bids! Comments from you are part of the fun, but make sure to be responsible and respectful. The same restrictions on content listed above apply equally to comments. We will remove the ones we don't like.
- Intellectual Property. You agree that you will only upload works and things that you created or that you have permission to use. This means you won't use content someone else created or owns rights in, such as trademarks, songs, portions of movies, videos, other programs, artwork, etc. without authorization. We will remove any content if properly notified that it infringes third party intellectual property rights. See the below information on removing infringing content for specifics.
- Ownership/License. You own all rights in your content, unless and until the terms of an accepted bid dictate otherwise. However, submission of content constitutes your grant of a worldwide, royalty-free, sublicenseable license to use, copy, distribute, display, perform and create derivative works of your content, including without limitation for promotional and entertainment purposes in any media throughout the world. This includes disclosing your name and any other information you submitted in connection with such content.
- Disputes Over Ownership. If there is a dispute regarding the owner of a submitted bid, Blu Dot will consider the owner to be the authorized account owner of the originating email.
- Administration Problems. If for any reason the Blu Dot Swap Meet is not capable of running as planned, including without limitation acts of God, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity

or proper conduct of the Swap Meet, Blu Dot reserves the right, at its sole discretion, to disqualify any individual who might be responsible, and to cancel, modify or terminate the Swap Meet, as it sees fit.

- **Liability/Indemnification.** You are solely liable and responsible for any content you submit to the site. You warrant that you own or have secured the necessary authorizations to use any content you submit. You will defend Blu Dot and anyone affiliated with Blu Dot against any third party claims arising out of your content and indemnify Blu Dot and anyone affiliated with Blu Dot for any associated costs, damages, fees, or anything else of value lost due to such claims.
- **Limitations.** By submitting a bid or otherwise commenting on or participating in the Blu Dot Swap Meet, you thereby release Blu Dot and anyone affiliated with Blu Dot from any and all claims, damages or liabilities arising from or relating to the Swap Meet. This includes without limitation holding Blu Dot and anyone affiliated with Blu Dot harmless from any and all claims arising from your violation of any of the above terms, your negligent or willful acts or omissions, your participation in the Blu Dot Swap Meet, any harm resulting to you or others from content posted on the site, any harm to your computer/smart phone or other technology, your use of any Blu Dot furniture received in swap, and any damages including without limitation personal injury, death or property damage resulting from your actions or inactions. So don't do anything stupid like make a bid to jump a car or wrestle a bear in exchange for a chair. Blu Dot will not accept the bid - or pay for your hospital bills.
- **Questions?** If you have any additional questions, please submit them to swapmeet@bludot.com. We will respond to all legitimate questions on a first come, first served basis. Response times will vary based on the volume of questions received.
- **Have fun, be creative, and start your bidding!**

Removing Infringing Content

1. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
 - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Blu Dot's designated Copyright Agent to notify of claimed infringement is (name, address, contact information), . Only contact the Copyright Agent for infringement notifications; any other feedback, comments, requests for technical support, and other communications should be directed to Blu Dot through (e-mail address for general inquiries). You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

2. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:
 - Your physical or electronic signature;
 - Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
 - A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
 - Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Blu Dot may send a copy of the counter-notice to the original complaining party informing them that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Blu Dot's sole discretion.