

**JOE FRESH SWEEPSTAKES**  
**Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

Joe Fresh Sweepstakes (the "Sweepstakes") starts on June 1, 2014 (at Midnight EST) and ends on June 15<sup>th</sup>, 2014 (at 11:59pm EST) ("Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open solely to legal residents of New York in the United States who are eighteen (18) years of age or older at the time of entry and legal residents of Canada who have reached the age of majority in their Province of residence, provided, however, that residents of Quebec are not eligible to participate in this Sweepstakes. Employees of Refinery 29, Inc., having a place of business at 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007 ("Sponsor"), and its, parents, shareholders, subsidiaries, affiliates, promotion and advertising agencies and other paid endorsers, agents, and members of their immediate families (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local laws, and eligibility for this Sweepstakes will be void in Quebec, Canada and elsewhere prohibited by applicable law, rule or regulation.

**HOW TO ENTER:**

During the Sweepstakes Period: Go to: [refinery29.com/contest/joe-fresh-summer-sweeps](http://refinery29.com/contest/joe-fresh-summer-sweeps) ("Promotion website") and enter by following the onscreen entry instructions. Limit one entry per person. No more than one person can enter using the same email address. Use of any automated system to participate is prohibited and will result in disqualification.

Entries must be publicly viewable for the Sweepstakes. Entries must be received between June 1<sup>st</sup>, 2014 and June 15<sup>th</sup>, 2014.

Entries will not be acknowledged or returned.

**ALTERNATIVE METHOD OF ENTRY ("AMOE"):** Participants may also enter the Sweepstakes by mail as follows. On a plain 3" x 5" index card, legibly handprint or type your first name, last name, date of birth, complete address, city, state, zip code, home phone number (including area code), and email address (if any) and mail your completed 3" x 5" card to Refinery29 Joe Fresh Sweepstakes: Attention: Joe Fresh Sweepstakes Entry, 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007. To be considered eligible in the Sweepstakes, AMOE entries must be postmarked no later than June 15<sup>th</sup>, 2014. Each AMOE card received will be considered as one entry for that entrant.

**REQUIREMENTS OF ENTRIES:**

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress owned by others, without permission; contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law, rule or regulation.

If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents 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 permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Sweepstakes and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on [www.refinery29.com](http://www.refinery29.com) and other websites, applications, or social media platforms (including those of Sponsor). Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry.

**PRIZE SELECTION:** The winning entry for the prize(s) will be chosen at random from all eligible entries during the Sweepstakes Period on or about June 16<sup>th</sup>, 2014. The number of eligible entries received determines the odds of winning. Subject to verification of eligibility and compliance with these Official Rules, the winning entry chosen as determined by the Sponsor, will be deemed the potential prize winner. The potential prize winners will be notified of such selection by e-mail on or about June 17<sup>th</sup>, 2014.

The Sweepstakes will be conducted under the supervision of the Sponsor. The decisions of the Sponsor are final and binding in all matters relating to this Sweepstakes. Winners will be notified by email; provided, however, that Sponsor reserves the right to determine an alternate method of notification. Winners must claim their prize within five (5) business days after the date of notification of such Prize. A Sweepstakes winner's failure to respond to the Prize notification within the specified five (5) business days will be considered such Sweepstakes winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries.

**WINNER NOTIFICATION:** On or about June 18<sup>th</sup>, 2014 Sweepstakes winners will be notified via email. After initial contact has been made, subsequent communication may take place via e-mail or telephone. The potential winners may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, that potential winner's prize will be forfeited and an alternate winner will be selected. If a potential winner is an eligible minor in his/her jurisdiction of residence, the prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on the winner set forth herein.

In the event of a dispute as to the identity of any potential winner, Sponsor reserves the right in its sole discretion to select another winner and the unidentifiable potential winner will forfeit all rights to a prize.

**PRIZE:** One prize winner will receive a credit in the amount of \$1,500 to spend at Joe Fresh. If the winner is in Canada, this credit will be in the form of three (3) unique promotional vouchers with a limited one-time redemption value of CAD\$500 each, redeemable online only at joefresh.com. Vouchers are redeemable in their entirety, on a one-time basis only. If less than the full value of the CAD\$500 voucher is used at once, the winner will forego the remaining balance of such voucher. If the winner is in the U.S. he or she will receive a USD\$1,500 Joe Fresh gift card redeemable at Joe Fresh retail locations in the US. Offer not valid at JC Penney locations. No expiration. Cannot be combined with other promotional codes or gift vouchers. The prize is awarded "as is" with no warranty or guarantee, either express or implied. The winners may not substitute, assign or transfer the prizes or redeem the prizes for cash, however, Sponsor retains the right, in its sole discretion, to substitute the prizes (or any portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor and Refinery29, Inc., and each of their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's

participation in the Sweepstakes or any Sweepstakes-related activity or the acceptance, possession, use or misuse of any awarded prize and (c) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsor, which it may withhold in its sole discretion.

**OWNERSHIP/USE OF ENTRIES:** By submitting an Entry, each entrant hereby grants Sponsor a non-exclusive, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license to use, modify and otherwise fully exploit the Entry submitted (including the copyright thereto and all rights embodied therein). For clarity, the foregoing license permits Sponsor and its designees to exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party, and entrant hereby agrees to execute specific consent to such use if asked to do so.

**MISCELLANEOUS:** This Promotion is conducted in English (which will be given its everyday ordinary meaning). C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the drawing for prizes, the announcement of the prize, or the incorrect uploading of the photo or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or the applications or websites of any Released Party, or who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes

and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S OR INSTAGRAM'S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD AT THE AAA REGIONAL OFFICE NEAREST THE ENTRANT; (2) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

**REQUEST FOR WINNER:** For the name of the winner, available after July 30, 2014, send a self-addressed, stamped, envelope to: Joe Fresh's Sweepstakes Winner, Refinery 29, Inc. 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007.

**Sponsor:** Refinery 29, Inc. 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007.