

Carpe Summer Sweepstakes. Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Please read these rules (the “Official Rules”) before entering the Sweepstakes. By entering and participating in the Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements set forth below. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram.

Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia.

1. Eligibility. Participation in the Carpe Summer Sweepstakes (“Sweepstakes”) is open only to legal residents of the 50 United States & DC who are aged 18 or older. Sweepstakes is void elsewhere and where prohibited, taxed or restricted by law. Employees, officers and directors of Retail Convergence.com, LP (“Sponsor”) and each of its parent and related companies, affiliates, subsidiaries, divisions, partners, advertising and promotion agencies, and any manufacturers or distributors of Sweepstakes materials (collectively, all of the foregoing, the “Released Parties”), and their immediate family members (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

2. How to Enter.

1. Via Upload. Go to <http://offerpop.com/commerce/gallery/14674> and follow the instructions to upload a photo from your device or social network account. The photo should represent how you’re enjoying the last days of summer. To be eligible, the photo must include **both** #CarpeSummerSweeps and @RueLaLa (you can include both in the “Caption” area). Once you select your photo and complete the entry form, hit “Submit” to complete your entry.

2. Via Social Media. Share a summer-loving photo to your public account on Twitter or Instagram. The photo should represent how you’re enjoying the last days of summer. To be eligible, the photo must include **both** #CarpeSummerSweeps and @RueLaLa. You will receive a follow-up message with a link to complete your entry. Click the link, complete the registration form and hit “Submit” to complete your entry.

If you don’t already have a Twitter or Instagram account, you can register for free by following the onscreen instructions at <https://twitter.com/signup> or download the free Instagram app at <https://instagram.com/accounts/login/>.

No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

3. Sweepstakes Entry Periods and Entry Limits. The Entry Periods (each, an “Entry Period”) are as follows:

1. Entry Period #1 begins on or about 10:01:00AM Eastern Time (“ET”) on August 10, 2015 and ends at 11:59:59PM ET on August 16, 2015.
2. Entry Period #2 begins on or about 12:01:00AM ET on August 17, 2015 and ends at 11:59:59PM ET on August 23, 2015.
3. Entry Period #3 begins on or about 12:01:00AM ET on August 24, 2015 and ends at 11:59:59PM ET on August 30, 2015.

4. Entry Period #4 begins on or about 12:01:00AM ET on August 31, 2015 and ends at 11:59:59PM ET on September 7, 2015.

All Entry Periods are as stated above unless extended or shortened by Sponsor, in its sole and absolute discretion (collectively, the "Sweepstakes Entry Period").

Entry Limit: For the First Prizes, as defined below: one (1) entry per person, per Entry Period. For the Grand Prize, as defined below: limit one (1) entry per person, per day during the Sweepstakes Period. **Any entries that exceed these limits will be disqualified.**

Message and data rates apply to use of mobile device for Sweepstakes entry. You may be charged by your wireless carrier for posting/submitting your photo and thereby entering the Sweepstakes via mobile device. Be sure to check your wireless carrier's pricing plan before participating via mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas.

4. Use of Photos. Sponsor may choose, in its sole discretion, to re-post photos on one or more of its social media accounts, on its website or elsewhere without further compensation, notification or permission, unless prohibited by law. Should Sponsor choose to do so, such re-posting is for entertainment and informational purposes only and will have no bearing on the selection of the winner nor does such re-posting constitute any representation that a given entry is eligible for the Sweepstakes. RE-POSTED PHOTOS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

5. Random Drawing/Odds. Five (5) first prize winners (the "First Prize Winners") will be selected in a random drawing from all eligible entries received during each Entry Period. If your entry is not chosen during the applicable Entry Period, your entry will be eligible in the next Entry Period(s). One (1) grand prize winner (the "Grand Prize Winner") will be selected in a random drawing from all eligible entries received during the Sweepstakes Entry Period (First Prize Winners and the Grand Prize Winner collectively referred to as the "Winners"). Odds of winning depend on the number of eligible entries received for the drawing. All random drawings will be conducted by Sponsor. By entering the Sweepstakes, each entrant fully and unconditionally agrees to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

6. Prizes:

First Prizes:

1. Entry Period #1: Five (5) First Prize Winners shall each receive a pair of Rayban aviator sunglasses. Each pair of sunglasses has an approximate retail value (the "ARV") of \$150.00.
2. Entry Period #2: Five (5) First Prize Winners shall each receive a beauty package comprised of one (1) Tom Ford 'Black Orchid' 3.4oz Eau De Parfum Spray, one (1) bottle of OPI nail polish, and one (1) Vera Bradley midnight paisley large cosmetic case. Each beauty package has an ARV of \$185.00.
3. Entry Period #3: Five (5) First Prize Winners shall each receive a relaxation package comprised of one (1) Sony SRS-X5 Portable Bluetooth Speaker and one (1) Lily Pulitzer Tumbler with straw in Spa Blue. Each relaxation package has an ARV of \$194.00.
4. Entry Period #4: Five (5) First Prize Winners shall each receive one (1) Longchamp Le Pliage extra-large travel bag. Each bag has an ARV of \$155.00.

Grand Prize: One (1) Grand Prize Winner shall receive a one thousand dollar (\$1,000.00) Rue La La account credit (the "Account Credit"). The Grand Prize Winner must be a member of Rue La La in order to receive the Account Credit and the Account Credit can only be used during the checkout process on www.ruelala.com. Sponsor will credit the Grand Prize Winner's Rue La La account in the amount of the Account Credit within five (5) business days after verification process is complete. The Account Credit is not valid for prior purchases or balances. The Account Credit must be used within one (1) year after the Account Credit is deposited into the Grand Prize Winner's Rue La La account (the "Account Credit Period"). Upon expiration of the Account Credit Period, any unused Account Credit will automatically expire. Account Credit is not transferable, not exchangeable, not redeemable for cash, and is void where prohibited by law. Account Credit is subject to the complete Terms and Conditions located at www.ruelala.com/common/terms#promocardterms. The ARV of the Grand Prize is \$1,000.00.

In addition, each Winner will receive one (1) Screenprinted Beach Tote. Each tote has an ARV of \$10.00.

The collective ARV of the prizes is four thousand six hundred and forty-two dollars (\$4,642.00).

Additional prize award details may be provided to the Winners at the time of the prize notification. Prizes are non-transferable. No substitutions or cash redemptions. If in the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. **All federal, state and local taxes and unspecified expenses are the sole responsibility of each Winner.**

Winners acknowledge that the Sponsor, Released Parties and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE. UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND SWEEPSTAKES WINNER(S) HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

7. Notification. Winners will be notified on or about two business days following the end of each Entry Period and the Sweepstakes Entry Period via comment posted on their social media page; but, if Winner supplied his/her e-mail address when entering the Sweepstakes, Winner shall instead be notified via e-mail. NOTE: FOR THOSE ENTRANTS WHO DO NOT PROVIDE THEIR E-MAIL ADDRESS, IT IS THE ENTRANT'S SOLE RESPONSIBILITY TO ENSURE THAT HIS/HER PRIVACY SETTINGS ALLOW FOR SPONSOR TO POST A COMMENT ON HIS/HER PAGE ON INSTAGRAM OR TWITTER (AS APPLICABLE). Winners may be required to sign and return, where legal, an Affidavit of Eligibility and Release and W9 within forty-eight (48) hours of prize notification. If any Winner cannot respond within forty-eight (48) hours of first notification attempt, if any prize or prize notification is returned as undeliverable, if a Winner rejects his/her prize, or in the event of noncompliance with these Official Rules, the prize will be forfeited and an alternate Winner will be selected from among all remaining eligible entries, time permitting. Upon prize forfeiture, no compensation will be given. Limit one First Prize and Grand Prize per person or household.

8. License/Usage. By entering the Sweepstakes, each entrant fully and unconditionally agrees to be bound by these Official Rules, which will be final and binding in all matters relating to the Sweepstakes. By entering, each entrant agrees to the use of his/her name, address (city and state), photograph, picture, portrait, voice, likenesses, biographical information, and/or statements for purposes of advertising, trade, or promotion in any media (now known or hereafter known) throughout the world in perpetuity, without further compensation, notification or permission, unless prohibited by law. Specific to the photo submitted as part of the entry, entrant grants to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, reproduce and/or otherwise exploit his/her photo in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to entrant. Entries may be cut, edited, resized, reformatted, rearranged, combined with other material and/or otherwise modified, in Sponsor's sole and absolute discretion. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and each Winner waives any right to inspect or approve any such use of any and every nature and kind. If any Winner is deemed a minor in his/her jurisdiction of residence, then such prize will be awarded to such Winner's parent or legal guardian.

9. Release. By participating, each entrant and Winner agrees to release, indemnify and hold harmless Sponsor, Twitter, Inc., Instagram, LLC, and the Released Parties from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and claims based on violation of intellectual property rights, publicity rights, defamation, invasion of privacy, breach of contract and/or merchandise delivery. Neither Sponsor nor Twitter, Inc., Instagram, LLC or any Released Parties are responsible for any damages, taxes,

or expenses that Winner(s) might incur as a result of this Sweepstakes or receipt of prize. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way, may be disqualified.

10. Additional Terms. In case of dispute as to identity of entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Neither Sponsor, Twitter, Inc., Instagram, LLC, nor the Released Parties are responsible for errors in content or misprinting, technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web-site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes (in its sole discretion) for any reason, including but not limited to, should virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In case of termination, Sponsor will select the Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or website. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism or for any other reason outside Sponsor's reasonable control. Sponsor reserves the right not to award a prize after three attempts to notify or verify a Winner were not successful. No more than the stated number of prizes will be awarded.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB-SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL SPONSOR OR THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE SPONSOR OR THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10.00. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or

controversy of any other party. The arbitration shall be conducted in the Commonwealth of Massachusetts, City of Boston.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Suffolk in the Commonwealth of Massachusetts. The parties agree not to raise the defense of forum non conveniens.

13. Use of Data. Any information collected in conjunction with your participation in the Sweepstakes will be used in accordance with Sponsor's privacy policy. Please review the Sponsor's privacy policy at <http://www.ruelala.com/common/privacy>. By participating in the Sweepstakes, each entrant hereby agrees to Sponsor's collection and usage of their personal information, including but not limited to the image they submit, and acknowledges that they have read and accepted Sponsor's privacy policy.

14. List of Winners. To obtain a list of Winners, send a self-addressed, stamped envelope by October 31, 2015 to: Retail Convergence.com, LP, 20 Channel Center, Boston, MA 02210, Attn. Marketing Department: Winner Confirmation Request – The Carpe Summer Sweepstakes.

15. Sponsor. Retail Convergence.com, LP, 20 Channel Center, Boston, MA 02210.