

**EILEEN FISHER “WHICH ICON ARE YOU” FACEBOOK GIVEAWAY
OFFICIAL RULES**

NO PURCHASE NECESSARY. THE PURCHASE OF ANY GOOD AND/OR SERVICE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE “WHICH ICON ARE YOU” GIVEAWAY (“GIVEAWAY”) IS VOID WHERE PROHIBITED BY LAW.

THESE OFFICIAL RULES (“RULES”) ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND SPONSOR (AS DEFINED BELOW) AND GOVERN YOUR ENTRY IN THE GIVEAWAY.

THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK . ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE SWEEPSTAKES WILL BE DIRECTED TO SPONSOR, NOT FACEBOOK.

YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO FACEBOOK.

1. Sponsor. The EILEEN FISHER Inc., 2 Bridge Street, Ste 230, Irvington, NY 10533, is the sponsor (“Sponsor”) of the Giveaway.
2. Giveaway Period. The Giveaway begins at 12:00 PM on September 15, 2014 Eastern Time (ET) and ends at 11:59 PM ET on September 30, 2014 (collectively, “Giveaway Period”). All entries must be received by 11:59 PM ET on September 30, 2014. No entries into the Giveaway will be accepted before or after the respective commencement and conclusion of the Giveaway Period. The winner will be selected on or around October 22, 2014.
3. Giveaway Description. Participants may enter by clicking on the “Which Icon Are You” tab on <http://www.facebook.com/EILEENFISHERNY> and answering the “Which Icon Are You” five (5) question style quiz. Answers to the style quiz will not be used in determining the winner and are for the purpose of determining your personal style. One entry per person/per Facebook account.
4. Eligibility. The Giveaway is open to legal residents of the 50 states of the United States of America who are 21 years of age or older as of the beginning of the Giveaway Period. Employees of Sponsor, its parent, subsidiaries, affiliates, and all advertising agencies, printers, promotional agencies and families of each involved in this Giveaway are not eligible to participate or win. The Giveaway is subject to all applicable federal, state and local laws and regulations.
5. How to Enter. Go to the “Which Icon Are You” tab on Sponsor’s Facebook page at <http://www.facebook.com/EILEENFISHERNY>. First, you must “like” the page, if you have not already done so. Then, follow the onscreen instructions to take the five (5) question style quiz and complete all required steps. Setting up a Facebook account is free. You represent and warrant that you will comply with Facebook’s Statement of Rights and Responsibilities and any other terms that apply to your use of Facebook, to the extent utilized in relation to this Giveaway. At Sponsor’s

discretion, should you repeatedly and/or egregiously ignore the one entry rule, you may be entirely disqualified from the Giveaway and all entries from you may be ruled ineligible and disqualified. Entries that do not include all requested information will be ineligible.

6. Warranties and Consents. By entering The Giveaway, you: (a) represent and warrant that (i) you have read, and agree to be bound by, these Rules, (ii) based on the Rules, you are eligible to participate in the Giveaway, and (iii) all of the information provided as part of your Entry is accurate, does not violate any third party's legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law; (b) consent to the use of your name and/or likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; and (c) agree to be bound by the interpretations of these Rules by Sponsor, which are final in all matters relating to the Giveaway. Subject only to rights in your personal data, all entries become the property of Sponsor and will not be returned or acknowledged.

7. Selection Process. Sponsor will randomly select one (1) entry as a winner from all of the entries submitted via Facebook at the end of the Giveaway Period for a total of one (1) winner via random.org.

8. Prize. The winner will receive a \$1,000 reward card from EILEEN FISHER that can be used in Sponsor's Retail Stores and on Sponsor's Website, www.eileenfisher.com. No substitution, cash redemption or transfer of the prize is allowed, except at the sole discretion of Sponsor. Reward cards are promotional in nature and are not paid for by you, nor do you own any right, title, or interest in them unless or until you redeem them under the terms set forth herein.

The Winner is responsible for the reporting and payment of all applicable federal, state and local taxes (including income taxes) associated with the prize and will and hereby does hold Sponsor harmless from liability for failure to timely report and/or pay such taxes. Sponsor shall have no responsibility or obligation to any Winner or potential Winner who is unable to accept or utilize the prize as described herein. In the case of a Winner's forfeiture of a prize, Sponsor may select another winner according to these Rules.

9. Winner's Notification. The Winner will be notified on October 22, 2014 through an email notification and will be given instructions on how to claim the prize. Three (3) attempts will be made to contact the Winner within a five (5) day period. If the Winner fails to respond within the five (5) day period, or if an e-mail attempt is consistently returned as undeliverable, or if the selected Winner cannot accept or receive the prize for any reason within fourteen (14) days, or s/he is not in compliance with these Rules, the prize will be forfeited. The Winner will be required to sign and return an Affidavit and Release Form within fourteen (14) days of notification or prizes will be forfeited.

10. General Terms. Sponsor is not responsible for anything outside of its reasonable control. Sponsor assumes no responsibility for incorrect or inaccurate entry information whether caused by

any of the equipment or programming associated with or utilized in this Giveaway or by any human error which may occur in the processing of the entries in this Giveaway. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or servers on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled entries or failure to receive entries, including, without limitation, any injury or damage to your or any other person's computer related to or resulting from participation or downloading any materials or software or attempts to participate in or download materials or software related to this Giveaway. Sponsor is not responsible for any typographical or other error in the printing of the Giveaway, administration of the Giveaway, or in the announcement of the prizes or the Winner. If, for any reason, the Giveaway is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Giveaway or for any reason Sponsor deems it necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Giveaway or to determine the Winner in its sole discretion. All interpretations of these Rules and decisions by Sponsor are final. CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM YOU TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE GIVEAWAY AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE GIVEAWAY. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

11. Indemnification. By entering, you agree to defend (at Sponsor's option), hold harmless and indemnify Sponsor, Facebook and their respective officers, directors, partners, members, shareholders, employees, agents, executors, family members, heirs and assigns, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotional agencies from and against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) your participation in the Giveaway; and/or (ii) the receipt, redemption or use of the prizes awarded in the Giveaway. You agree to release all rights to bring any claim, action or proceeding against Sponsor, and Facebook, further covenant not to sue Sponsor and Facebook and hereby acknowledge that neither Sponsor nor Facebook has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prizes.

12. Winner's List. The Winner's first name, city and state will be posted on Sponsor's Facebook page. For the name of the Winner and/or a copy of these Rules, send a self-addressed stamped envelope to: EILEEN FISHER, Inc., EILEEN FISHER "WHICH ICON ARE YOU" FACEBOOK GIVEAWAY, Attn: Social Media Specialist, 111 5th Avenue, 11th Floor, New York, NY 10003. Vermont residents may omit postage.

13. Opt Out. Sponsor may use your name, address, telephone number and e-mail address to send future promotional materials. This is optional and will not increase your chances of winning. If you wish to restrict Sponsor's use of such information, you may notify Sponsor at the address listed in Paragraph 12.