

Chico's Bold Things Moms Say Contest

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: *Chico's Bold Things Moms Say Contest (the "Contest") is open only to legal residents of the fifty (50) United States (and the District of Columbia), Puerto Rico the U.S. Virgin Islands and Canada (excluding Quebec) who are at least eighteen (18) years old at the time of entry. Employees of Chico's FAS, Inc., Wyng, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state, and local laws and regulations and is void in Quebec and where prohibited.*

2. Sponsor: Chico's FAS, Inc., 11215 Metro Parkway, Fort Myers, FL 33966. **Host:** Wyng has been retained by Sponsor to host the Contest.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Judges' decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on April 23, 2018 at 12:00:01 a.m. Eastern Time ("ET") and ends on May 13, 2018 at 11:59:59 p.m. ET (the "Contest Period").

5. How to Enter:

During the Contest Period, [click the link](https://www.chicos.com/BoldMoms) (<https://www.chicos.com/BoldMoms>) to complete an entry form and upload an original image ("Photo") showing bold mom(s) ("Contest Theme") along with a description of bold things moms say ("Description") (collectively, "Submission"). Incomplete entries are void. By uploading your Submission, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- Submission must be in .jpg, .gif, or .png format;
- Submission must not exceed 20 MB in size;
- Submission must have a resolution of at least 480px x 480px;
- The Submission must be made through direct upload (which incorporates the requirements listed above);
- The Submission must contain a description that corresponds with the Contest Theme;
- The Submission's Description must be in English; and
- The Submission cannot have been submitted previously in a promotion of any kind.

Content Restrictions:

All Submissions must:

- Be the exclusive original work of the entrant;
- Be in keeping with the Sponsor's image;
- Not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon the rights of any person or entity, including but not limited to copyright, trademark, privacy or publicity;

- Not contain any commercial/corporate advertising, including but not limited to corporate logos, brand names, and slogans other than the Sponsor's, and
- Not depict any conduct or content that is unsafe, immoral, obscene or otherwise inappropriate as determined by Sponsor in its sole and absolute discretion; and
- not have been submitted in any other Contest or won any prize.

Each entrant represents and warrants that he/she has obtained permission from any and all recognizable persons other than the entrant depicted or mentioned in a Submission and agrees, upon request, to furnish written proof of such permission. Failure to meet any of the requirements above, or to otherwise comply with these Official Rules, may result in disqualification. Sponsor reserves the right to delete or blur any inappropriate content from a submission without disqualifying the entry where, in Sponsor's determination, such change does not materially alter the submission and the entrant has otherwise attempted in good faith to comply with these Official Rules.

Limit: Each entrant may upload one (1) Submission during the Contest Period. Any attempt to enter more than once using multiple identities, or other means may result in disqualification from this and any other promotional offerings from Sponsor. Submissions generated by script, macro or other automated means are void. Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

Publicity and Usage Rights: By entering, you warrant and represent that your Submission has been created by you as an original work and that all required third-party releases (if any) have been obtained in writing, and you further agree acknowledge and agree that Sponsor (and those acting with its authorization) may copy, reproduce, edit, broadcast and otherwise use your submission in any way in any medium whether now existing or later discovered, worldwide, in perpetuity, including but not limited to posting on Sponsor's website or on Sponsor's social media pages. Submissions may or may not be posted online in Sponsor's discretion. Sponsor reserves the right to remove or reject any content it deems inappropriate for any reason. Except where prohibited, participation in the Contest and/or receipt or use of any prize further constitutes the winner's consent for use of his/her name, likeness, voice, opinions, statements, biographical information, and/or hometown and state for promotional or advertising purposes in any media, worldwide, now known or hereafter developed, in perpetuity, without further review, notification, payment, or consideration (unless prohibited by law).

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email address associated with the entry. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

6. Winner Determination: After the Contest Period, a panel of judges (collectively, "Judge") will select the three (3) winners from among all eligible Submissions during the Contest Period based on the following criteria:

- Creativity/Originality (33%);

- Quality of Submission (33%); and
- Representation of to Contest Theme (34%).

7. Winner Requirements and Notifications: Potential winners will be notified using contact information submitted at the time of entry approximately three (3) weeks following the conclusion of the Contest Period. Potential winner may be required to execute an Affidavit of Eligibility, a Liability Release and (where legal) a Publicity Release, or an alternate potential winner may be selected. If any eligible winner is not of legal age of majority in his or her state of residence (a "minor"), at Sponsor's option, the applicable prize either may be awarded in the name of parent or legal guardian of winner, or parent or legal guardian of winner may be required to ratify and sign all Prize Claim Documents. Failure to comply when requested may result in disqualification and selection of an alternate winner. If a potential winner cannot be contacted, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is found ineligible or is disqualified for any reason, an alternate winner may be selected.

8. Prize: Three (3) prizes are available: one (1) \$500 Chico's gift card, subject to issuer's standard terms. (Total Approximate Retail Value of all prizes is \$1500). Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize(s) receipt and/or use.

9. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Judge, and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. ***For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.***

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human

intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida (Ft. Myers Division) or the appropriate Florida State Court located in Lee County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

13 Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy at <http://www.chicos.com/store/page.jsp?id=33>. For Canada residents, personally identifiable information you submit in connection with the Contest will be collected, used and disclosed only for the purposes of administering the Contest, prize fulfillment, as you otherwise expressly consent or as required by law. By entering the Contest, you consent to such collection, use and disclosure.

14. Winner List: For names of winners send a self-addressed, stamped envelope to: Chico's FAS, Inc., Attention Social Marketing Dept., 11215 Metro Parkway, Ft. Myers, FL 33966. All requests for winner's name must be received by August 1, 2018.

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This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram, or any other platform on which this Contest is promoted.

Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Skill contest. Must be legal resident of the U.S., PR, USVI and Canada (excl. Quebec), 18 years or older. Ends: 5/13/18 at 11:59: 59 p.m. ET. To enter and for Official Rules, including prize description, visit <https://www.chicos.com/HowBoldAreYou>. Void in Quebec and where prohibited.

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ABBREVIATED RULES for Print

NO PURCHASE NECESSARY. MUST BE LEGAL RESIDENT OF U.S., PR, USVI AND CANADA (EXC. QUEBEC) 18 AND OLDER VOID IN QUEBEC AND WHERE PROHIBITED. Ends: 5/13/18 AT 11:59:59 p.m. To enter and for Official Rules and prize description, visit <https://www.chicos.com/HowBoldAreYou>. Sponsor: Chico's FAS, Inc., 11215 Metro Parkway, Fort Myers, FL 33966.