

SOMA Match Made in Heaven Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.

A purchase or payment will not increase your chances of winning. The SOMA Valentine's Day Sweepstakes (the "Sweepstakes") begins at 9:00am Eastern Time ("ET") February 5, 2020 and ends at 11:59pm Eastern Time ("ET") February 14, 2020 (the "**Sweepstakes Period**"). The Sweepstakes is governed by these Official Rules, and is subject to all applicable U.S. federal, state and local laws. Void where prohibited by law. This Promotion is not sponsored by or endorsed by Facebook.

1. Eligibility. The Soma Match Made in Heaven Sweepstakes (the "**Sweepstakes**") is open legal residents of the fifty (50) United States and D.C., aged twenty one (21) years or older at the time of entry. Employees, officers and directors of Soma ("**Sponsor**") and Unique Travel Corp (the "Sandals Prize Provider") **their** parent company, affiliates, subsidiaries, advertising and promotion agencies, (collectively the "**Sweepstakes Entities**"), as well as the immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, siblings, and children.

2. How to Enter. To participate and enter this Sweepstakes, you will need a Facebook account. If you don't have a Facebook Account, visit www.facebook.com to create a Facebook Account. Then log into your Facebook Account, visit the Soma Facebook Page at <https://www.facebook.com/SomaIntimates/>. Follow the directions and provide all required information to enter the Sweepstakes. Incomplete entries are void. Limit one (1) entry per person per calendar during the Sweepstakes Period.

3. Entry Terms and Conditions. By participating in the Sweepstakes, you represent and warrant that you accept and agree to comply with these Official Rules and to be bound by the decisions of the Sponsor, which will be final and binding in all aspects relating to the Sweepstakes. Entries by any person in excess of the limit stated herein will be disqualified. All entries submitted become the physical property of Sponsor and will not be returned. Sponsor will have complete discretion over interpretation of the Official Rules, the administration of the Sweepstakes, and the selection of the winner.

4. Winner Selection; Odds of Winning. Sponsor will select one (1) Grand Prize winner by random drawing held on or about February 17, 2020, from among all eligible entries received in accordance with these Official Rules. Odds of winning depend on the total number of eligible entries received.

5. Winner Notification. The potential winner will be notified on or about February 18, 2020, by email or telephone, at Sponsor's discretion, using the contact information provided on entry form. Potential winner must respond within three (3) business days of notification. Notification is deemed to have occurred immediately upon sending of an email or placing of a phone call. Potential winner will be required to submit an affidavit of eligibility and release of liability (collectively, the "**Affidavit**") and return the Affidavit within the time period specified by Sponsor in order to receive a prize. In the event potential winner: (a) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information stated in the entry form, (b) fails to comply with the above within any of the aforesaid time periods, (c) is found to be ineligible to enter the Sweepstakes or receive the prize, (d) cannot or does not comply with the Official Rules, (e) prize notification or Affidavit is returned as undeliverable for whatever reason, or (f) fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. If the potential winner is under the age of majority in their state/jurisdiction of residence, the prize may be awarded in the name of their parent or guardian who may be required to sign the Affidavit in order for the prize to be awarded. Sweepstakes Entities are not responsible for incorrect or incomplete contact information and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify or communicate with potential winners.

6. **Grand Prize.** One (1) grand prize winner will receive:

(1) (a) a four-day/three-night Luxury Included® vacation for two (2) adults to one of the fifteen Sandals Resorts with locations in Jamaica, Antigua, Saint Lucia, The Bahamas, Barbados & Grenada valued at approximately \$3,250.00 (the “Sandals Resort Prize”), provided by Unique Travel, Corp. (“**Sandals Prize Provider**”),

Sandals Resorts locations include:

Sandals Montego Bay	-	Montego Bay, Jamaica
Sandals Royal Caribbean Resort & Private Island	-	Montego Bay, Jamaica
Sandals Negril Beach Resort & Spa	-	Negril, Jamaica
Sandals Ochi Beach Resort	-	Ocho Rios, Jamaica
Sandals Royal Plantation, Ocho Rios, Jamaica	-	Ocho Rios, Jamaica
Sandals South Coast	-	Westmoreland, Jamaica
Sandals Grande St. Lucian Spa & Beach Resort	-	Gros-Islet, Saint Lucia
Sandals Halcyon Beach St. Lucia	-	Castries, Saint Lucia
Sandals Regency La Toc Golf Resort & Spa	-	Castries, Saint Lucia
Sandals Grande Antigua Resort & Spa	-	St. John’s, Antigua
Sandals Royal Bahamian Spa Resort & Offshore Island	-	Nassau, The Bahamas
Sandals Emerald Bay Golf, Tennis & Spa Resort	-	Exuma, The Bahamas
Sandals Grenada Resort & Spa	-	St. George’s, Grenada
Sandals Barbados	-	St. Lawrence Gap, Barbados
Sandals Royal Barbados	-	St. Lawrence Gap, Barbados

(b) Provided by the Sponsor: (i) \$1,200.00 VISA gift card to be used towards airfare and any additional expenses incurred related to travel, and (ii) a SOMA gift card valued at \$250.00.

(2) **Approximate Retail Value of All Prizes is \$4700.00.**

(3) Sandals Prize Description.

- (a) The Sandals Prize: Sandals Resorts is a Luxury Included® resort destination. The Sandals Prize will include luxurious accommodations (one (1) room, double occupancy, king size bed), all meals, unlimited premium liquors, daily & nightly entertainment, all land and water sports, including daily SCUBA diving (for certified divers), snorkeling, Wi-Fi in all rooms and public areas, resort gratuities, resort taxes and Sandals transfers to and from the selected or designated resort’s airport. Luxury Included® amenities are subject to change and are determined by the selected or designated resort.
- (b) **Sandals Resort Prize Exclusions:** Telephone calls, Premium Wi-Fi, Red Lane® Spa treatments and services, specialty dining, tours & excursions, inter-island transportation, SCUBA certification courses, island departure taxes and purchases made at the Sandals Specialty Shops.
- (c) The Sandals Resorts Prize will be issued in the form of a prize certificate.
- (d) A prize package with the Sandals Resort Prize certificate, and resorts brochure, and information concerning the terms of the Sandals Prize and redemption procedures will be provided to the winner upon Sponsor’s receipt and acceptance of the Affidavit of Eligibility and a Liability/Publicity Release (*except where prohibited*) form completed by the winner and a Travel Companion liability and publicity release completed by the winner’s travel companion.

(4) Prize Conditions: The Sandals Prize is subject to space availability and selected blackout dates. Sandals Resorts reserves the right to relocate any confirmed prizewinner from their resort of choice to an alternate resort within the resort’s chain based upon availability of space for the secured travel dates. **Reservations will not be**

confirmed until 30 days prior to the selected travel date. The prize winner is strongly advised not to make airfare arrangements prior to receiving the resort's confirmation. Winner and travel companion, if applicable, must travel together on the same itinerary, and must have valid travel documents (e.g., valid passport) prior to departure, and failure to do so will result in forfeiture of Sandals Prize and airfare. Travelers are responsible for any travel insurance. Winner must accept prize as stated or prize may be forfeited in its entirety and may be awarded to an alternate winner. The winner and accompanying guest must be 21 years of age or older, and will be required to complete and return a liability and publicity release prior to issuance of travel documents. Winner or travel companion may be required to provide hotel with a major credit card issued in one of their names to cover room security and/or incidental expenses. All expenses not specified are winner's responsibility. Winner is solely responsible for all applicable federal, state, and local taxes and for any expenses, costs or fees associated with acceptance and/or use of the prizes not specifically included herein. Sponsor will notify the Internal Revenue Service of award of prize to winner, via issuance of an IRS 1099 Tax Form. Actual value will be determined by winner's residence and/or seasonal rates. Sponsor and Sandals Prize Provider are not responsible for any costs or expenses in excess of the stated prize value, and all other expenses are solely the responsibility of winner. The difference between the selected or designated destination and the ARV of prize will not be awarded. Any portion of the prize package not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted. No transfer, refund, cash redemption, substitution or replacement of prize or any prize component permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). ***Travel prizes must be redeemed for travel by February 14, 2021 ("Travel Expiration Date"). No extension will be given. If the travel portion of the prize is not redeemed by the prize Travel Expiration Date, the Sandals Resorts Prize will be forfeited.***

7. Publicity Release. Subject to applicable law, winner irrevocably grants the Sweepstakes Entities and each of their licensees, and its and their successors, assigns and sub-licensees, the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes and Sponsor's and Sandals Resorts goods and services, in all forms of media and by all manners (now and hereafter known), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prizes to the winners.

8. Right to Cancel or Modify. Sponsor shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind, including but not limited to, inactive email accounts or entrant's failure to monitor their account; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) prize(s) that cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from the award, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this promotion or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, or acting in violation of the Official Rules. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes promotion, including the entire Sweepstakes promotion, and/or modify the Sweepstakes and/or conduct a random drawing to award the prize using all eligible entries received as of the termination date. Notification of such action by Sponsor will be posted on Sponsor's Facebook page.

9. Waivers, Disclaimers and Releases. By participating in the Sweepstakes, you agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities, Unique Travel, Corp., (“Sandals Prize Provider”) and Facebook, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, “**Released Parties**”), from and against any and all claims, liability, costs (including attorneys’ fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) your participation in the Sweepstakes; (ii) the acceptance, possession, misuse or use of any prize (including, without limitation, losses, damages or injuries to your or any other person’s equipment or other property, or to their persons; (iii) the Released Parties’ violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. You agree that the Released Parties shall have no responsibility or liability for human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; any interruption or inability to access the website, application or any online service via the Internet due to hardware or software compatibility problems; any damage to your (or any third person’s) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. You further agree to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties. The Released Parties are not responsible for any changes or unavailability of the social media platform used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions placed on Sponsor’s ability to use the social media platform for the Sweepstakes that are not acceptable to Sponsor) or your ability to timely enter, receive notices or communicate with Sponsor via the social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes.

10. Entry Information and Sweepstakes Communications. As a condition of entering the Sweepstakes, you give consent for Sponsor to obtain and deliver your name, address and other information to third parties for the purpose of administering this Sweepstakes, prize redemption and to comply with applicable laws, regulations and rules. Any information you provide to Sponsor may be used to communicate with you regarding the Sweepstakes or to include you on the Sweepstakes winner’s list. Information collected from you is subject to Sponsor’s Privacy Policy, available at <https://www.soma.com/store/page/privacy-policy/57>.

11. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or your rights and obligations and those of other entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO YOUR ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR ANY OTHER DAMAGES, OR ANY RIGHT TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

12. Dispute Resolution. Sponsor and each sweepstakes entrant/participant agree to settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Lee County, Florida, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as otherwise set forth herein, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Lee County, Florida. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable and that the agreement to arbitrate does not apply, the dispute must be brought in a court of competent jurisdiction in Lee County, Florida. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

13. List of Sweepstakes Winners. To receive a list of winners, send a stamped, self-addressed envelope, by March 31, 2020 to: "SOMA Valentine's Day Sweepstakes Winners List", Soma Intimates, LLC, 11215 Metro Parkway, Building 3, Ft. Myers, FL 33966 (Attn: Social Media Dept.).

14. Miscellaneous. In the event that any provision of the Official is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

15. Sponsor. This Sweepstakes is sponsored by Chico's FAS, Inc., d/b/a Soma, 11215 Metro Parkway, Building 3, Ft. Myers, FL 33966.