

A Day You Deserve Contest

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. The SOMA Day You Deserve Contest (the “Contest”) begins at 9:00 AM Eastern Time (“ET”) March 8, 2020 and ends at 11:59 PM ET March 15, 2020 (the “Entry Period”). This Contest governed by these Official Rules, and is subject to all applicable federal, state and local laws. Void where prohibited by law. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

1. Eligibility. The Contest is open legal residents of the 48 contiguous United States and the District of Columbia, aged 21 or older at the time of entry. Employees, officers and directors of Chico’s FAS, Inc., d/b/a Soma (“**Sponsor**”), Sponsor’s parent company, affiliates, and subsidiaries (collectively with Sponsor, the “**Contest 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 Contest or win a prize. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with these Official Rules. Failure abide by these Official Rules or other instructions of Sponsor may result in an entrant’s disqualification.

2. How to Enter. To enter the Contest, complete the official entry form at [www.facebook.com/somaintimates] and provide a short description (250 words or less) (the “Entry”) explaining why you deserve a special day of fun, pampering and indulgence. You may include an image or photograph with your Entry if you like, however it is not a requirement. One entry per person. Incomplete or garbled entry forms or essays will be disqualified. Entries generated by any means intended to circumvent the entry restrictions or fairness of the Contest are void and will be disqualified. All entries submitted become the property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry. If a dispute regarding the identity of the individual cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. The Sponsor’s designated database clock will be the official timekeeper for this Contest. Sponsor will have complete discretion over interpretation of the Official Rules, the administration of the Contest, and the selection of the winner. Decisions of Sponsor will be final and binding in all aspects of this Contest.

3. Judging and Winner Selection. Judging will be conducted on or about March 27, 2020. Each Entry will be scored and ranked based upon the following criteria: (a) Originality/Creativity (33%), (b) Quality of Submission (33%) and (c) Appropriateness of Entry to Contest Theme (34%). The top three highest scoring entries will win. In the event of a tie, winner will be selected based upon their ranking under the Originality/Creativity criterion. The essay portion of the Entry must be original, of entrant’s own writing style and creation. Essay must not have been previously published, posted or disseminated, entered in any other contest or violate the rights of any third parties. Essay (or image, illustration or photograph accompanying an Entry, if any) may not be offensive or defamatory, and shall not infringe on the rights (such as the right of privacy) of any third parties. By submitting an entry, each entrant assigns and transfers to Sponsor all rights, title and interest to the essay and any accompanying images. Winner selection conducted by independent judges selected by Sponsor. Decisions of judges are final with respect to all aspects of the Contest.

4. Winner Notification. Potential winners will be notified using the contact information provided on the Entry and will have five (5) business days to respond. Any potential winner who fails to respond within this time frame may be disqualified, their prize award will be declared void and forfeit, and the entrant with the next highest score will be selected as winner. The potential winner will be required to submit an affidavit of eligibility, assignment of rights and release of liability (collectively, the “Winner Documentation”) and must return the Winner Documentation within the time period specified by Sponsor in order to receive a prize. Notification is deemed to have occurred immediately upon sending of an email, or placing of a phone call. If any prize notification is undeliverable, or the Winner Documentation is returned incomplete, faulty, or is unclaimed or undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate winner may be selected, as outlined above. Contest 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. If any potential prize winner is found to be ineligible, or if they have not complied with these Official Rules, such potential winner may be disqualified.

5. Prizes and Conditions.

One (1) winner will receive an all-expenses paid (up to \$4,999) day of indulgence during the 2020 calendar year in their hometown (“Prize Day”). Winner will be able to choose from dining, spa or shopping activities occurring over a 6-8 hour period. Sponsor will consult with the winner on his/her preferred activities and dates. The actual itinerary/schedule of activities and locations shall be determined by Sponsor in its sole discretion. Sponsor shall provide ground transportation for all activities, which must occur within fifty (50) miles of winner’s residence. The winner is allowed up to two guests to accompany them on their Prize Day. Guests must be 21 or older; however, winner may, at Sponsor’s discretion, plan a Prize Day that includes a winner’s minor children (aged six or older); however, all activities planned for the Prize Day must be age appropriate for the participating minors. Guests must sign a Release of Liability and Publicity in order to participate. In the case of minor children, winner/parent must sign a Release of Liability and Publicity on their behalf. The actual value of the Prize Day will vary based upon activities chosen. The difference between the Day Prize value stated above and the actual prize value will not be awarded. Prize may not be transferred or be redeemed for cash. No substitutions or changes in the itinerary or schedule is allowed except at Sponsor’s discretion. In the event of prize unavailability or any component thereof, Sponsor reserves the right to provide winner with an alternate prize of comparable or greater value. Prize winner is solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the receipt of the Prize. For tax purposes, winner will be required to provide Sponsor with a valid social security number and signed IRS Form W-9. An IRS Form 1099 will be issued in the name of the Winner. Approximate Value of all Prizes: \$4,999 USD.

6. Publicity Release. Sponsor will video and photograph the Winner during the Prize Day and the content shall be used on Sponsor’s digital marketing and social media channels. Unless otherwise prohibited by law, winner and winner’s guests shall be required to irrevocably grant Sponsor and those acting on its behalf, and each of their licensees, successors, assigns and sub-licensees, the right and permission to use winner’s name, voice, likeness and/or biographical material (all as contained in the Entry submission, any photograph provided with the Entry submission, Prize Day video/photography or otherwise provided to Sponsor) for advertising, promotional and/or publicity purposes in connection with the Contest and Sponsor’s 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 other than the awarding of the Prize Day to the winner.

7. Disclaimers. Sponsor shall not have any obligation or responsibility to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries 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) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (d) if a prize or any component thereof cannot occur 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 (e) any personal or property damages, injuries (including death) or losses of any kind caused by the prize or resulting from the award, acceptance, use, or misuse, of the prize or resulting from participation in this Contest or any Contest or prize related activities. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, terminate the remaining portion of the Contest, modify the Contest, or conduct abbreviated judging to select winner from among all eligible entries received as of the termination date. In the event that any provision of the Official Rules 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-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.

8. Waiver and Release. By participating in the Contest, entrant agrees to release, discharge, indemnify and hold harmless Facebook, the Contest Entities 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) entrant's participation in the Contest; (ii) 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 (iii) any typographical, human or other error in the printing, administration, or judging of the Contest, or any Contest related activity. Entrants agree that the Released Parties shall have no responsibility or liability for human error; incorrect or inaccurate transcription of entry 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, entry page or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest; 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. Each entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties.

9. Governing Law / Limitation of Liability. These Official Rules and the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest 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 CONTEST, ENTRANT AGREES 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 CONTEST, 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 ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE); (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES.

10. Entry Information. As a condition of entering the Contest, each entrant gives consent for Sponsor to use the information provided on the entry form for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Information collected from entrants is subject to Sponsor's Privacy Policy, available at <https://www.soma.com/store/page/privacy-policy/57>.

11. Contest Winner. To receive notice of contest winner, send a stamped, self-addressed envelope, by April 30, 2020 to: "A Day You Deserve" Contest Winner", Soma Intimates, LLC, 11215 Metro Parkway, Building 3, Ft. Myers, FL 33966 (Attn: Social Media Dept.).

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