

SOMA Twelve Days of PJs Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A purchase or payment of any kind will not increase your chances of winning. The SOMA 12 Days of PJs Sweepstakes (the “Sweepstakes”) begins at 9:00 AM Eastern Time (“ET”) November 9, 2020 and ends at 11:59 PM ET November 23, 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 12 Days of PJs Sweepstakes (the “**Sweepstakes**”) is open legal residents of the fifty (50) United States, (including D.C. and Puerto Rico) aged eighteen (18) years 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, subsidiaries, advertising and promotion agencies (collectively with Sponsor, 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. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with these Official Rules.

2. Sweepstakes Description. Enter once each day during the Sweepstakes Period between 12:01AM ET and 11:59PM ET (9:00AM ET and 11:59 ET the first day) for a chance to win the Soma PJs featured that day (the “Daily Prize”).

3. How to Enter. One (1) entry per person, per day allowed. You must enter once each day in order to be eligible to win the Daily Prize for that day. To participate and enter this Sweepstakes, you will need a Facebook account (“**Facebook Account**”). If you don’t have a Facebook Account, visit www.facebook.com to see how to create a Facebook Account. Then log into your Facebook Account, visit the Soma Facebook Page at <https://www.facebook.com/SomaIntimates/> and follow the directions to enter the Sweepstakes. You will be asked to provide your full name, mailing address (no P.O. Boxes allowed), email address, and phone number (optional). You must complete and submit the entry form with all required information for the entry to be eligible.

4. Entry Terms and Conditions. Any attempt to submit multiple entries by any means may result in the entrant being disqualified. Entries generated by bots, programs or any other means intended to circumvent the entry restrictions or fair play of the Sweepstakes are void and may be disqualified. Entries that are fraudulent, damaged, lost, late, or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s discretion. All entries submitted become the physical 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. Registered account holder is defined as the person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry 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 Sweepstakes. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

Sponsor will have complete discretion over interpretation of the Official Rules, the administration of the Sweepstakes, and the selection of the winner(s). Decisions of Sponsor will be final and binding in all aspects of this Promotion.

5. Winner Selection. At the end of the Promotion Period, Sponsor will select three (3) winners for each Daily Prize. Potential winners for all prizes will be selected by random drawing held on or about November 30, 2020, from among all eligible entries received in accordance with these Official Rules. Limit one (1) Daily Prize per person. 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 and an alternate potential winner may be selected.

6. Winner Notification. Potential winners will be notified using the contact information provided during entry and will have five (5) business days to respond. Any potential winner who fails to respond within this time frame will be disqualified, their prize award will be declared void and forfeit, and another winner will be selected. The potential winner of the Daily Prizes 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. 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 Affidavit is returned incomplete, faulty, or is unclaimed or undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance with any Sponsor instructions shall result in disqualification and award of the prize(s) to an alternate winner. 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.

7. Odds. Odds of winning depend upon the total number of eligible entries received.

8. Prizes / Values and Conditions.

Daily Prizes: Three (3) winners per Day (36 winners total) will receive the Daily Prize: (1) pair of Soma PJ’s in that day’s style or print. Approximate Retail Value (“ARV”) of prize will vary based upon style, but ranges from \$86.00 to \$92.00 per prize.

TOTAL Approximate Retail Value of All Prizes is \$3312.00. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions allowed except at Sponsor’s discretion. In the event of prize unavailability, Sponsor reserves the right to provide winners with an alternate prize of comparable or greater value. All prizes are awarded “AS IS” and without warranty of any kind. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the receipt of their prize. Unclaimed prize(s) will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sweepstakes Entities are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. No more than the stated prizes will be awarded. The Sweepstakes Entities are not responsible for and winner will not receive the difference, in any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Limit of one (1) prize per person.

9. Publicity Release. Subject to applicable law, winners irrevocably grant 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 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.

10. 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 his/her 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) if a prize 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 awarding, 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 (a) tampering with the entry process or the operation of the Sweepstakes, or with any website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple e-mail addresses or the use of any robotic or automated devices to submit entries. 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.

11. Waivers, Disclaimers and Releases. By participating in the Sweepstakes, entrant agrees to release, discharge, indemnify and hold harmless the Sweepstakes Entities 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) entrant's participation in the Sweepstakes; (ii) any acceptance, possession, misuse or use of any prize (including, without limitation, losses, damages or injuries to entrant's 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. Entrants agree and 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 participant's (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. Each entrant further agrees 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 ability of entrant 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.

12. Entry Information and Sweepstakes Communications. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Information collected from entrants is subject to Sponsor's Privacy Policy, available at <https://www.soma.com/store/page/privacy-policy/57>.

13. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of 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, 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 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 ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), NOT TO EXCEED TEN DOLLARS (\$10.00), 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 SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES 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.

14. 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 set forth above, 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.

15. List of Sweepstakes Winners. To receive a list of winners, send a stamped, self-addressed envelope, by January 23, 2021 to: Soma Intimates, LLC, 11215 Metro Parkway, Building 10, Ft. Myers, FL 33966 (Attn: Social Media Dept.).

16. 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.

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