

Into The Sun Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPTSAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Into The Sun Sweepstakes (the "Promotion") begins at 12:00:01 AM Eastern Time ("ET") on April 13, 2016 and ends at 11:59:59 PM ET on April 27, 2016 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

1. **ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age or older as of date of entry (or if a resident of Alabama or Nebraska at least 19 years of age or older as of date of entry, or if a resident of Mississippi at least 21 years of age or older as of date of entry). Employees, officers and directors of Nine West Holdings, Inc. ("Sponsor"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same household (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2. **HOW TO ENTER THE PROMOTION:** There are three (3) ways to enter as detailed below:
 - a) **ONLINE:** To enter online, go www.ninewest.com/intothesunsweeps (the "Web Site") during the Promotion Period. Enter the Promotion by completely entering your true and correct information on the Web Site form (required fields include: Full Name, Complete Mailing Address, Email Address, Birthdate and Phone Number). For each submitted Online Entry, you will receive one (1) entry to the Sweepstakes ("Sweepstakes Entry") and will then have the opportunity to share the Promotion with others via your social media account.

 - b) **IN-STORE:** To enter in-store, visit a Nine West Retail Store location during the Promotion Period and obtain an Official Sweepstakes entry form ("Entry Form") from a Nine West Employee. Enter the Promotion by completely entering your true and correct information on the Entry Form (required fields include: Full Name, Complete Mailing Address, Email Address, Birthdate and Phone Number). Once complete, return your Entry Form to a Nine West Employee. For each submitted Entry Form, you will receive one (1) Sweepstakes Entry.

 - c) **MAIL:** To enter via mail, hand-print your Full Name, Complete Mailing Address, Email Address, Birthdate and Phone Number on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: Into The Sun Sweepstakes Entry, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, damaged, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. Mail-in entries must be postmarked no later than April 27, 2016 and received by May 2, 2016 to be eligible for the drawing. All entries become the property of Sponsor and will not be returned or acknowledged. For each submitted Mail In Entry, you will receive one (1) Sweepstakes Entry.

Limit of One (1) Sweepstakes Entry per person, per day throughout the Promotion Period regardless of method of entry.

3. **SWEEPSTAKES DRAWING/ODDS:** On or about May 3, 2016, the Administrator will conduct a random drawing from all eligible Entries received within the Promotion Period and will select one (1) Grand Prize winner ("Winner"). Odds of winning the Grand Prize depend on the number of eligible Entries received.
4. **WINNER NOTIFICATION:** The potential Grand Prize winner ("Potential Winner") will be notified by email and/or phone and will have fifteen (15) days to respond to the Administrator before forfeiting the Grand Prize. The Potential Winner will be sent an Affidavit of Eligibility, Liability Release and, except where prohibited, a Publicity Release, via email. All forms must be completed, signed, notarized and returned to Administrator within fifteen (15) days of date of issuance. Potential Winner becomes the Winner only after verification of eligibility by Sponsor. If such Potential Winner cannot be contacted within a reasonable time period, if the Potential Winner is ineligible, if any notification is returned undeliverable, or if the Potential Winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.
5. **PRIZE/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the Promotion as detailed below:
 - **GRAND PRIZE (1):** One (1) trip for two (2) (Winner and one (1) guest) to Miami, FL, which includes:
 - Round-trip coach air transportation for Winner and one (1) guest from a major airport near the Winner's residence to Miami, as determined in Sponsor's sole discretion. Airline restrictions apply. Advance reservation required.
 - One (1) standard room with double occupancy for three (3) days/two (2) nights at a hotel of Sponsor's choice. Advance reservation required.
 - Ground Transportation in Miami to and from the hotel and airport.
 - One (1) \$1,000 Nine West Gift Card.

The Approximate Retail Value ("ARV") of the Grand Prize is \$5,000

6. **GRAND PRIZE RESTRICTIONS:** Actual prize value depends on the location of the Winner's residence and dates of travel. **Travel must be taken before April 27, 2017 and must be reserved thirty (30) days in advance or prize will be forfeited and Sponsor will have no further obligation to Winner.** Holidays are excluded. In the event the stated ARV is more than the actual value of the Grand Prize, the difference will not be awarded in cash or otherwise. Winner is responsible for any transportation not specifically noted in these rules. Winner and travel guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. If Winner and travel guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. Winner and travel guest must travel from major airport closest to the Winner's residence, as determined by Sponsor, in Sponsor's sole discretion. Any picture identification and travel document requirements associated with travel are the Winner and travel guest's responsibility. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice and trip must be taken on a date of the Sponsor's choosing, although Sponsor will attempt to accommodate Winner's preferred itinerary. If Winner and travel guest cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer. Promotion Parties are not responsible for lost or mutilated tickets and none will be replaced. Prize is non-refundable and non-transferable. Airline carrier policies will govern the awarding, if any, of frequent flier miles

and upgrades. The choice of hotel and airline will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Prize is not redeemable for cash.

If Winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary Affidavit of Eligibility, Liability Release and, except where prohibited, a Publicity Release, and, if applicable, must accompany Winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany Winner on the trip).

Travel guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18 years of age), unless travel guest is the child or legal ward of Winner, and must complete and return a liability release and, except where prohibited, a publicity release within fifteen (15) days of date of issuance. If travel guest is the child or legal ward of Winner, Winner must execute and return all required documents on behalf of such child or legal ward.

All federal, state, local and income taxes and any other costs and expenses associated with prize acceptance and use are the sole responsibility of Winner. Winner will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

All travel related expenses including but not limited to ground transportation to and from Winner's home and the airport, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, luggage fees, departure taxes, hotel, resort or property fees, food & beverage and personal expenses such as telephone/Internet charges, and gift shop purchases are the sole responsibility of Winner.

The Nine West gift card prize will be awarded approximately four (4) to six (6) weeks after the Promotion has ended. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- 7. GENERAL:** Winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and state of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and Winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and Winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of social media websites or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and

interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 8. CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.
- 10. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies and the employees, officers, directors, shareholders, representatives, agents, successors and assigns of each, from and against all liability whatsoever in connection with the Promotion, including without limitation any and all costs, liability, legal claims, injuries, losses, damages, or actions of any kind whatsoever including, without limitation, personal injuries, death, damage to, loss of, or destruction of property, or violation of any personal rights such as violation of right of publicity or

privacy, defamation or portrayal in a false light, which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use or misuse of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

- 11. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsors in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the state of New York, without giving effect to any choice of law or conflict of law rules (whether of the state of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of New York. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.
- 12. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and Winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <http://www.ninewest.com/Privacy/PRIVACY.default.pg.html>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 13. WINNERS LIST:** To receive the name of the Winner, send a #10 self-addressed, stamped envelope for receipt by May 15, 2016 to: Into The Sun Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.
- 14. SPONSOR:** Nine West Holdings, Inc., 1411 Broadway, New York, NY 10018
- 15. ADMINISTRATOR:** Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428