

## WHBMy Valentine Giveaway

### Official Rules

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

**1. Eligibility:** WHBM's "WHBMy Valentine Giveaway" (the "Sweepstakes") is an online only sweepstakes, is open only to legal residents of the fifty (50) United States (and D.C.), Puerto Rico, the U.S. Virgin Islands and Canada (excluding Quebec) who are at least eighteen (18) years old at the time of entry and have a computer and access to the internet. Employees of Chico's FAS, Inc., Wyng, and 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 Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's, Host's and Judge's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** White House Black Market, Inc., a subsidiary Chico's FAS, Inc. ("Sponsor"), having a principal place of business at 11215 Metro Parkway, Fort Myers, FL 33966. Host: Wyng has been retained by Sponsor to host the Sweepstakes ("Host"). Judge: Random.org has been retained by Sponsor to select the Prizes (Judge). The Sponsor is responsible for the delivery of the Prize(s) to the winner(s).

**3. Timing:** The Sweepstakes begins on February 4, 2017 at 2:00 p.m. Eastern Time ("ET") and ends on February 14, 2017 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, visit WHBM's Facebook page (<http://www.facebook.com/WhiteHouseBlackMarket>) and access the "WHBMy Valentine" Sweepstakes tab. Then, follow the links and instructions to vote for your favorite dress (prints or solids) featured during the applicable Daily Entry Period and complete and submit the registration form. You will automatically receive one (1) entry into the Sweepstakes once you submit your registration form.

Limit: You may enter one (1) time every 24 hours during the Promotion Period. **Each additional entry increases your chances of winning.** Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. 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 potential winner may be required to show proof of being the authorized account holder.

**5. Prize Drawings:** Host is an independent organization whose decisions as to the administration and operation of the Sweepstakes are final and binding in all matters related to the Sweepstakes. Judge is an independent judging organization whose decisions as to the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Judge will randomly select three (3) potential eligible winners from all entries at the conclusion of the Promotion Period. The potential winners will be notified by email after the date of the applicable drawing and will be required to respond to the win notification within ten (10) days of the date notice or attempted notice is sent. If a potential winner of prize cannot be contacted, fails to provide the information requested within ten (10) days, or the prize is returned as undeliverable, the potential winner forfeits the prize. If any potential winner is a Canadian resident he/she will be required to answer a time limited skill testing question without assistance, in order to be eligible to receive a prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries from the Promotion Period. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prize will be fulfilled approximately 2-4 weeks after the conclusion of the Promotion Period. Odds of winning a prize depend on the number of eligible entries received during the Entry Period.

**6. Prize:** One (1) Grand Prize Winner will receive: one (1) WHBM dress (value up to \$160), one (1) WHBM Necklace (value up to \$60), one (1) WHBM pair of Shoes (value up to \$130), one (1) Soma Limited Edition Lace Affaire Babydoll (value up to \$80), one (1) Limited Edition Lace Affaire Full Coverage Bra (value up to \$58), one (1) Limited Edition Lace Affaire Cheeky Bikini (value up to \$24); (ARV of Grand prize value up to \$512). One (1) First Prize Winner will receive: one (1) \$200 WHBM Gift Card (Terms and conditions apply), one (1) \$200 Soma Gift Card (Terms and conditions apply); (ARV of First prize value up to \$400). One (1) Second Prize winner will receive: one (1) \$100 WHBM Gift Card (Terms and conditions apply) , one (1) \$100 Soma Gift Card (Terms and conditions apply); (ARV of Second prize value up to \$200); Total Approximate Retail Value of all prizes (ARV up to \$1,112). Prizes may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute prizes for one or multiple prizes of equal or greater value if the designated prizes should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Potential winners will be notified by email on or before March 6<sup>th</sup>, 2017. Prize is not exchangeable or returnable and cannot be substituted for cash or credit.

**7. Release:** By receipt of any Prize, winners agree to release and hold harmless Sponsor, Host, Judge, Facebook, Inc., and 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.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes the winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (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 Sweepstakes or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims.

**11. Disputes:** Except where prohibited by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 Southern District of Florida 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 Sweepstakes, 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 Sweepstakes, 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.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy at <https://www.whitehouseblackmarket.com/store/page.jsp?id=18>.

**13. Winner List:** For names of winners, available after March 6, 2017, send a self-addressed, stamped envelope to: WHBM, ATTN: WHBM Social Marketing Building 7, 11215 Metro Parkway, Building 7, Ft. Myers, FL 33966. All requests for names of winners must be received by March 13, 2017.

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