

WHBM FALL REFRESH SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: White House Black Market's "Fall Fashion Sweepstakes" (the "Promotion") is open to legal residents of the contiguous United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees, officers and directors of CHICO'S FAS (the "**Sponsor**"), its parent, affiliates, subsidiaries, advertising and promotion agencies, and Wyng (collectively with Sponsor, the "**Promotion Entities**"), as well as the immediate family members and those living in the same household (whether legally related or not) of each are not eligible to enter the Promotion or win a prize. For purposes of this Promotion, immediate family members are defined as spouse, partner, parents, siblings, and children. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with these Official Rules. All federal, state and local laws and regulations apply.

2. Promotion Description and Timing: Promotion begins Wednesday, September 16, 2020 and ends Sunday, September 27, 2020 ("Promotion Period") and consists of one (1) grand prize drawing.

3. How to Enter: During the Promotion Period, go to Facebook.com/whbm and follow the links and instructions to submit your entry. Complete the entry form, accept the terms and conditions and submit your entry form (the "Entry"). You may only enter once during the Promotion Period. Any attempt to enter more than once during the Promotion Period using multiple identities or other means is prohibited.

4. Winner Selection; Odds: One (1) potential winner will be selected by Sponsor from among all eligible entries received, by random drawing to be held on or about 10/02/2020. Odds of winning depend on the total number of eligible entries received. Potential winner will be notified via email within five (5) business days of the drawing. Potential winner will be required to execute an Affidavit of Eligibility/Release of Liability, and IRS Form W-9 ("Prize Claim Documents"). If any eligible winner is not of legal age of majority in their state of residence (a "minor"), at Sponsor's option, the applicable prize either may be awarded in the name of parent or legal guardian of winner. Failure to comply with Sponsor's instructions regarding Prize Claim Documents may result in disqualification and selection of an alternate winner. If a potential winner cannot be contacted, does not comply with these Official Rules, or prize or a prize related communication is returned as undeliverable, potential winner forfeits the prize. If a potential winner is found ineligible, forfeits or is disqualified for any reason, an alternate winner may be selected.

5. Grand Prize: The (1) Winner will receive White House Black Market e-gift card(s) with a stored value totaling \$2,500 (Total Retail Value - \$2,500.) Prize to be issued in e-gift card denomination(s) totaling \$2,500 as determined by Sponsor. Grand Prize is nontransferable, and no substitution will be made except at Sponsor's sole discretion. Winner is responsible for all taxes and fees associated with Grand Prize receipt and/or use. Grand Prize may not be exchanged or returned and cannot be substituted for cash or credit. Gift cards subject to the terms, restrictions, and conditions set forth on the face of the card and as otherwise set forth by issuer at <https://www.whitehouseblackmarket.com/store/page/the-perfect-gift-white-house-black-market/117509275>. Lost, stolen, or misplaced e-gift cards will not be replaced. Any

costs or expenses associated with prize acceptance and use not specified herein, are the Winner's sole responsibility.

6. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 Promotion, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner from among all non-suspect, eligible Entries received up to time termination. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion and void all associated Entries. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

7. Release and Limitation of Liability: By participating in the Promotion, entrants agree to release and hold harmless Sponsor, Host, and each of their respective subsidiaries, affiliates, suppliers, distributors, and advertising/promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), which may occur in connection with, or participation in the Promotion, or possession, acceptance and/or use or misuse of the prize, and for any claims or causes of action based on publicity rights, defamation or invasion of privacy. The Released Parties are not responsible for and shall not have any liability, obligation or responsibility with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, winner notification or prize award notifications or communications 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 Promotion or claiming the prize; (d) errors or technical failures of any kind, caused by equipment or programming, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (e) unauthorized human intervention in any part of the Promotion; (f) printing, typographical, technical, programming, computer, network or human error which may occur in the execution or administration of the Promotion, the uploading, the processing of entries, the selection and/or announcement of the winner, in any Promotion-related materials, or the award of the prize; (g) any injury (including death) or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or the receipt, use or misuse of any prize; or (h) any injury or damage to entrant's or to any other person's computer, regardless of how caused, arising from, relating to or resulting from entering or downloading materials or software in connection with this Promotion. Released Parties are not responsible for misdirected or undeliverable Entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Entry. Any person attempting to

defraud, tamper with or abuse any aspect of the Promotion or Sponsor website, who acts in an unsportsmanlike or disruptive manner or is in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and will be ineligible for a prize(s). If, during either the Promotion Period, for reasons beyond the Sponsor's control (including, but not limited to, tampering or computer virus infection), the Promotion is not capable of running as originally planned, the Sponsor, at its sole discretion and in addition to any other rights reserved in these Official Rules, reserves the right to cancel or modify the Promotion or any deadlines, without liability and to the extent feasible, will determine winners from among entries received prior to cancellation or modification and award prizes. No more than the stated number of prizes shall be awarded under any circumstances. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROMOTION WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8. 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 Promotion 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 Middle District of Florida (Fort Myers Division) 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 Promotion, 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 Promotion, 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. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy at <https://www.whitehouseblackmarket.com/store/page.jsp?id=18>. By entering the Promotion, you consent to such collection, use and disclosure.

10. Winner's List: For name of winner, send a self-addressed, stamped envelope to: Chico's FAS, Inc., Attention: WHBM Social Marketing Dept., 11215 Metro Parkway, Fort Myers, FL 33966. All requests for winner's name must be received by **10/27/2020**.

11. Sponsor: White House Black Market, Inc., a subsidiary of Chico's FAS, Inc., 11215 Metro Parkway, Fort Myers, FL 33966 ("Sponsor"). Host: Wyng has been retained by Sponsor to host the Promotion ("Host"). The Sponsor is responsible for the delivery of the Prize to the winner.
