Vogue's September 2012 Issue Giveaway Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Vogue's September 2012 Issue Giveaway (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers, and representatives of Advance Magazine Publishers, Inc. d/b/a Condé Nast, ePrize, LLC, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation in the Promotion constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Advance Magazine Publishers, Inc. d/b/a Condé Nast, 4 Times Square, New York, NY 10036. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Promotion begins on August 14, 2012 at 12:00 a.m. Eastern Time ("ET") and September 24, 2012 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Promotion.

4. How to Enter:

a. Purchase at a Newsstand and/or retailer the September 2012 Issue of **Vogue:** During the Promotion Period, purchase at a newsstand and/or retailer the September 2012 issue of Vogue. If the Vogue magazine contains a golden game piece ("Game Piece"), scratch or peel off the sticker on the Game Piece and you will be a potential winner of the prize indicated.

b. Free Method of Entry: To enter without purchasing the September 2012 issue of Vogue, hand print your name, address, day and evening phone numbers, email address (if any), and age on a 3" x 5" piece of paper and mail it with proper postage to "Vogue's Golden Giveaway," Dept. #587626, PO Box 5046, Kalamazoo, MI 49003-5046. You will receive one (1) entry into the Promotion. Limit: One (1) per envelope. All mail-in entries must be handwritten. All mail-in entries must be postmarked by September 24, 2012 and received by October 1, 2012. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending your entry will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

c. Second Chance Drawing: To enter the Second Chance Drawing described in section 6 below hand print your name, address, day and evening phone numbers, email address (if any), and age on a 3" x 5" piece of paper and mail it with proper postage to "Vogue's Golden Giveaway – Second Chance Drawing," Dept. #587626, PO Box 5046, Kalamazoo, MI 49003-5046. Second Chance Drawing entries must be postmarked by September 24, 2012 and received by October 1, 2012. Limit: one (1) Second Chance drawing entry per person/per envelope.

<u>Distribution of Grand Prize Winners</u>: There will be a total of one hundred and twenty (120) Game Pieces, each associated with a specific prize, randomly distributed between the purchase and free methods of entry. Of the one hundred and twenty (120) Game Pieces,

Administrator will randomly select a number of Game Pieces to be distributed in the newsstand and/or retail copies of the September 2012 issue of Vogue and the remaining number of Game Pieces will be distributed through a random drawing from all eligible entries received through the free method of entry as described in Section 4(b) above. The prizes distributed through each method of entry will depend on the number of Game Pieces distributed through each method and the specific Game Pieces distributed through those methods. **Odds:** The odds of winning a prize through the purchase method depend on the number of Game Pieces randomly selected to be distributed in the newsstand and/or retail copies of the September 2012 issue of Vogue and the specific Game Pieces distributed through the newsstand and/or retail copies of the September 2012 issue of Vogue and the specific Game Pieces distributed through the newsstand and/or retail copies of the September 2012 issue of Vogue and the specific Game Pieces distributed through the free method of entry depend on the number of prizes randomly selected to be distributed through the free method of entry and the specific Game Pieces distributed through the free method of entry depend on the number of prizes randomly selected to be distributed through the free method of entry and the specific Game Pieces distributed through the free method of entry and the specific Game Pieces distributed through the free method of entry and the specific Game Pieces distributed through the free method of entry.

Use of any other automated system to participate is prohibited and will result in disqualification.

5. Grand Prize Winner Determination: For Game Pieces: Each potential winner who has received a Game Piece must fill out the prize claim form on the Game Piece including his/her name, address (no P.O. Boxes), day and evening phone numbers, email address (if any), age and send it, via certified mail, return receipt requested, to "Vogue's Golden Giveaway – Prize Claim," Dept. #587626, PO Box 5046, Kalamazoo, MI 49003-5046. All Prize claim requests must be postmarked by October 17, 2012 and received by October 24, 2012. If a potential winner of a Grand, First or Second Prize fails to send in his/her Game Piece within the required time period, he/she forfeits prize and up to three (3) alternate winners will be selected through the second chance drawing. If a potential winner of a Third Prize fails to send in his/her Game Piece within the required time period, he/she forfeits the prize and the prize will remain unawarded. A prize claim may be deemed invalid and rejected if: (a) the Game Piece has been tampered with in any way; (b) the Game Piece has been counterfeited or reproduced, in whole or in part; (c) the Game Piece was obtained outside of authorized channels; (d) the Game Piece is damaged or mutilated; or (f) the Game Piece contains any printing, production, typographical, mechanical, seeding or other errors. Participants assume all risk of loss, damage, destruction, delay or misdirection of Game Pieces submitted to Sponsors. For Random Drawing: Administrator, an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of the potential winners are final and binding, will randomly select the potential winners through a random drawing from all eligible entries received through the free method of entry during the Promotion Period on or around October 5, 2012. If a potential winner of a Grand, First or Second Prize selected through the random drawing is disgualified for any reason, up to three (3) alternate winners will be selected through the second chance drawing. Unclaimed Third Prizes will remain unawarded. Second Chance Drawing: If all one hundred and twenty (120) prizes are not claimed by October 24, 2012, we will conduct a Second Chance Drawing for the unclaimed prizes. The Second Chance drawing will be held on or around November 1, 2012 and will be a random drawing of all eligible Second Chance Drawing entries received. Potential Second Chance Drawing winners will be notified by mail, email and/or phone. Odds of winning the Second Chance Drawing will depend upon the number of unclaimed prizes (if any) and the number of eligible entries received. For all Potential Winners: Each potential Grand, First and Second Prize winner (parent/legal quardian if winner is a minor in his/her state of residence) will be required to sign and return to Administrator, within seven (7) days of the date notice or attempted notice is sent, an Declaration of Compliance, Liability and Publicity Release in order to claim his/her prize. If a potential winner fails to claim a prize, fails to send in the winning Game Piece within the required time period (if applicable), fails to execute and return the Declaration of Compliance, Liability and Publicity Release within the required time period, cannot be contacted, or prize is returned as undeliverable, potential winner forfeits prize. Potential

winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. First, Second and Third Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

6. Prizes: <u>ONE (1) GRAND PRIZE</u>: round trip, coach-class air transportation for two (2) from a major airport near winner's primary residence in the US (determined by Sponsor in its sole discretion) to New York, NY; two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation between airport and hotel; and two (2) tickets to a Spring 2013 Fashion Week event (event determined by Sponsor in its sole discretion). Winner must travel on dates determined by Sponsor in its sole discretion in February of 2013 surrounding the New York Fashion Week or potential winner forfeits the grand prize. Trip must be booked at least twenty-one (21) days prior to departure. Trip subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Approximate Retail Value ("ARV"): \$4,275. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. FIVE (5) FIRST PRIZES: Individual access to the Vogue Archive for one (1) year. ARV: \$3,250. TEN (10) SECOND PRIZES: A designer handbag (designer, style and color determined by Sponsor in its sole discretion). ARV: \$1,000. ONE HUNDRED FOUR (104) THIRD PRIZES: A copy of the September 2012 issue of Vogue autographed by Anna Wintour. ARV: \$5.99. Limit: One (1) prize per person.

<u>For All Prizes</u>: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$31,147.96

7. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

8. General Conditions: Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. 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 Promotion 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 damage any website or undermine the legitimate operation of the Promotion is 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.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, 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 Promotion or receipt or use or misuse of any prize.

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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion, or receipt, or use of any prize or while traveling to or from any prize-related activity. 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 Promotion, if it is possible. If the Promotion, 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, unawarded, eligible prize claims.

11. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (ii) 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 (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or

any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to the ePrize Privacy Policy <u>http://www.eprize.com/privacy-policy</u> and the Sponsor's Privacy Policy <u>http://www.condenast.com/privacy-policy#privacypolicy</u>.

13. Winner List: For a winner list, visit <u>http://bit.ly/MfI9er</u>. The winner list will be posted after winner confirmation is complete.

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