### Fruit of the Loom's Bonus Bonus Contest Official Rules

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

**1. Eligibility:** Fruit of the Loom's Bonus Bonus Contest (the "Contest") 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 of Union Underwear Company, Inc. dba Fruit of the Loom, Crispin Porter + Bogusky, LLC, HelloWorld, Inc., and any of their parent and affiliate companies and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Sponsor:** Fruit of the Loom, Inc., 1 Fruit of the Loom Drive, Bowling Green, KY 42103. **Administrator:** HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

**3. Agreement to Official Rules:** Participation in this Contest 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 this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on July 27, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on August 14, 2016 at 11:59 p.m. ET (the "Contest Period"). Instagram/Twitter's computers are the official time-keeping device for the Contest.

**5. How to Enter:** To participate you must have a Twitter or Instagram account ("Social Account"). Social accounts are free, but subject to their terms of service: <u>https://twitter.com/tos</u> and <u>https://www.instagram.com/about/legal/terms/</u>. Your account settings must be set to "unprotected" and/or "public" in order for your Tweets/posts to be viewable by Sponsor and its agents. *Posting content to Instagram requires a mobile device.* Message and Data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

During the Contest Period, take the following actions to receive an entry:

- (1) Follow @FruitOfTheLoom on Twitter or Instagram;
- (2) Tweet or Post a photograph of any Fruit of the Loom® underwear product and/or package, opened or unopened, along with a caption telling your most humorous stress-related story from the back to school shopping season; and
- (3) Include the hashtag #BonusBonusContest.

# Purchase of any Fruit of the Loom<sup>®</sup> underwear product or package is not required to receive an entry. Entrants may visit a national retailer where Fruit of the Loom<sup>®</sup> underwear product and packages are sold to obtain a photograph, while supplies last.

Your Tweet/post and its included content will hereafter be referred to as your "**Submission**". Your Submission need not include any reference, positive or negative, to Sponsor's products or services. By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you if it believes that it fails to conform to these Official Rules or is otherwise not in keeping with Sponsor's image, as it determines in its sole and absolute discretion.

#### Guidelines:

- The Submission's photo must be consistent with the Terms and Conditions of the Social Account used to enter;
- The Submission must include the hashtag #BonusBonusContest; and

• The Submission must be in English.

<u>Permissions</u>: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names, likenesses or social usernames, if tagged, in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is minor's parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain content created by a third party, such as images or artwork, other than the necessary Fruit of Loom @ underwear product or package;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use only in his/her Submission in this Contest;
- The Submission must not disparage Sponsor, Administrator, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may Post/Tweet one (1) Submission during the Contest Period. Multiple entrants are not permitted to share the same Twitter or Instagram account. Any attempt by any entrant to obtain more than one (1) Submission by using multiple/different Twitter or Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's Submissions and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification and all associated Submissions will be void. In the event of a dispute as to any Submission, the authorized account holder of the Twitter/Instagram account used to enter the Submission will be deemed to be the entrant and he/she must comply with these Official Rules. 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 used to create the Twitter/Instagram account. Each potential winner may be required to show proof of being the authorized account holder.

**6. Sponsor's Use of Submissions:** Tweeting/Posting a Submission constitutes entrant's consent to give Sponsor and its designees, licensees, assigns and successors a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**7. Winner Determination:** A panel of qualified judges, determined by Sponsor in its sole discretion, will select the two hundred fifty (250) entrants with the highest-scoring Submissions ("potential Winners") based on the following Judging Criteria:

- Creative Presentation of Submission (40%);
- Compelling Story (40%); and
- Quality of Submission (20%).

Subject to the entrants' compliance with these Official Rules, the twenty-five (25) entrants whose Submissions receive the highest scores will be deemed the potential First Prize winners. The twenty-five (25) entrants whose Submissions received the next highest scores are the potential Second Prize winners. The fifty (50) entrants whose Submissions received the next highest scores are the potential Third Prize

winners. The fifty (50) entrants whose Submissions received the next highest scores are the potential Fourth Prize winners. The one hundred (100) entrants whose Submissions received the next highest scores are the potential Fifth Prize winners. In the event of a tie, the entrant whose Submission received the highest score for "Compelling Story" as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor will not disclose judging scores. Sponsor reserves the right not to award all prizes if it determines, in its sole discretion, that it did not receive a sufficient number of eligible and qualified Submissions.

**8. Winner Requirements:** Potential winners will be notified by @FruitoftheLoom via Direct Message on Twitter or Message Direct or commenting on entrant's post on Instagram beginning on or around August 19, 2016, and will be required to provide his/her name, mailing address, date of birth, and kids' underwear size/gender preference to confirm eligibility and for prize fulfillment purposes within two (2) days of the date notice or attempted notice is sent into order to claim the prize. If a potential winner cannot be contacted, fails to provide any requested information within the required time period, does not comply with these Official Rules, or if prize or prize notification is returned as undeliverable, potential winner will be disqualified and forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

### 9. Prizes:

<u>TWENTY-FIVE (25) FIRST PRIZES</u>: Gift card for one (1) month of Hello Fresh meals, consisting of one (1) Classic Box per week of three (3) meals for four (4) people and winner's choice of one (1) bonus package (9+3 free) of Fruit of the Loom girls' underwear or one (1) bonus package (5+3 free) of Fruit of the Loom boys' underwear. Color and other details of the underwear to be determined by Sponsor in its sole discretion. Approximate Retail Value ("ARV") range: \$521.92 – 524.82 each depending on underwear selection.

<u>TWENTY-FIVE (25) SECOND PRIZES</u>: \$300 Massage Envy Gift Card and winner's choice of one (1) bonus package (9+3 free) of Fruit of the Loom girls' underwear or one (1) bonus package (5+3 free) of Fruit of the Loom boys' underwear. Color and other details of the underwear to be determined by Sponsor in its sole discretion. ARV range: \$305.92 – 308.82 each depending on underwear selection.

<u>FIFTY (50) THIRD PRIZES</u>: \$200 AMC Theaters Gift Card and winner's choice of one (1) bonus package (9+3 free) of Fruit of the Loom girls' underwear or one (1) bonus package (5+3 free) of Fruit of the Loom boys' underwear. Color and other details of the underwear to be determined by Sponsor in its sole discretion. ARV range: \$205.92 – 208.82 each depending on underwear selection.

<u>FIFTY (50) FOURTH PRIZES</u>: \$200 Darden Restaurants Gift Card and winner's choice of one (1) bonus package (9+3 free) of Fruit of the Loom girls' underwear or one (1) bonus package (5+3 free) of Fruit of the Loom boys' underwear. Color and other details of the underwear to be determined by Sponsor in its sole discretion. ARV range: \$205.92 – 208.82 each depending on underwear selection.

<u>ONE HUNDRED (100) FIFTH PRIZES</u>: Birchbox one (1) year gift subscription and winner's choice of one (1) bonus package (9+3 free) of Fruit of the Loom girls' underwear or one (1) bonus package (5+3 free) of Fruit of the Loom boys' underwear. Color and other details of the underwear to be determined by Sponsor in its sole discretion. ARV range: \$115.92 – 118.82 each depending on underwear selection.

Total ARV range of all prizes: \$52,880 – 53,605. Terms, conditions and restrictions of gift cards apply. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Prizes cannot be redeemed for cash. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value in its sole discretion. If a winner receives a prize from a service provider that does not have a location within a 100 mile radius of winner's home, Sponsor reserves the right to substitute a different provider for such prize. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All prize details are at Sponsor's sole discretion. Limit: One (1) prize per person. Prizes will be fulfilled 8 – 10 weeks after the end of the Contest.

**10. Release:** By entering, each entrant agrees to release and hold harmless the Sponsor, Union Underwear Company, Inc., Crispin Porter + Bogusky LLC, Twitter, Inc., Instagram, Inc., Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective 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 Contest or receipt or use or misuse of any prize.

**11. Publicity** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, social media user name, city, state, likeness, photo (including, without limitation, profile photo), Submission, and/or prize information for promotional, advertising or other purposes, worldwide, in any manner, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**12. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner, and to void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

**13. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (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 Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions 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 Submission.

**14. Disputes:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 Contest, 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.

**15. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy http://www.fotlinc.com/pages/privacy-policy.html and Administrator's Privacy Policy <a href="http://www.HelloWorld.com/privacy-policy">http://www.fotlinc.com/pages/privacy-policy.html</a> and Administrator's Privacy Policy <a href="http://www.HelloWorld.com/privacy-policy">http://www.fotlinc.com/pages/privacy-policy.html</a> and Administrator's Privacy Policy

**16.** Winners List: For a winners list, visit http://bit.ly/29OVz8p. The winners list will be posted after winner confirmation is complete.

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