

The Sand & Snow Sweeps Official Rules

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

1. Eligibility: The Sand & Snow Sweeps (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including the District of Columbia), Canada (excluding Quebec), and the United Kingdom who are at least eighteen (18) years old at the time of entry. Employees of J. Crew Group, Inc., HelloWorld, Inc., 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. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and is void in Quebec and where prohibited. Participation 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: J.Crew Group, Inc., 770 Broadway Avenue, New York, NY, 10003, U.S.A. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

3. Timing: The Sweepstakes begins on November 17, 2015 at 12:00 a.m. Eastern Time ("ET") and ends on December 24, 2015 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit Madewell.com/sandandsnowsweeps. Once on the site, select a Madewell image to pin or pin an image of your own, then complete and submit the registration form. You will be prompted to log in to or create a Pinterest account. Creating a Pinterest account is free, but subject to its Terms of Service (<http://pinterest.com/about/terms/>). Once logged in to Pinterest, pin the image to one (1) of your boards. You must also include the hashtag "#Sweepstakes" with your pin. You automatically will receive one (1) entry into the Sweepstakes. Limit: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry 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: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around December 29, 2015. The potential winners will be notified by email, mail or phone. Except where prohibited, each potential winner (or parent/legal guardian if winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her 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. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), fails to answer the skill-testing question correctly (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her 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

applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prizes: ONE (1) GRAND PRIZE: A Hot Prize which includes a trip for two (2) to Parrot Cay by COMO in Turks & Caicos, a \$1,000 Madewell gift card (terms and conditions of gift cards apply) and a prize pack (all details of prize pack are determined by Sponsor in its sole discretion). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to the destination; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy) (includes breakfast daily, afternoon tea daily, replenishment of fruit basket); participation in various activities for two (2) (all details determined by Sponsor in its sole discretion); and use of non-motorized water sport activities. Winner must travel between April 1, 2016 and December 19, 2016 or prize will be forfeited. Approximate Retail Value ("ARV"): \$5,519.50 USD.

ONE (1) FIRST PRIZE: A Cold Prize which includes a trip for two (2) to Telluride Colorado, a \$1,000 Madewell gift card (terms and conditions of gift cards apply) and a prize pack (all details of prize pack are determined by Sponsor in its sole discretion). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Telluride Colorado; and three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy) (includes complimentary breakfast, wifi, Daily housekeeping and turn down service). Winner must travel before October 9, 2016 or prize will be forfeited. ARV: \$4,283.50 USD.

For each Travel Prize: Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates (such as major holidays and festival weekends). 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 is subject to the terms and conditions set forth in this Sweepstakes, 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. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel (if applicable). 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. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Actual value may vary depending on winner's departure city and any difference between the stated ARV and actual value, if any, will not be awarded. All federal, state and local taxes and all other costs and expenses associated with the acceptance and use of a prize not specifically set forth herein as being provided is the responsibility of the Winner.

For All Prizes: 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. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Total ARV of all prizes: \$9,803 USD.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Pinterest, Inc., 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 Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state or province 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, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, 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. 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. 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, 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 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 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 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:

For United States and Canada: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.madewell.com/footer/privacy.jsp>.

For United Kingdom: Participation in the Sweepstakes implies authorization to transfer personal data to the United States (which has different data protection laws and may not protect your personal data in the same way your data would be protected in the United Kingdom). The personal data will be used for purposes of administration of the Sweepstakes. All information submitted to the Sponsor as part of this Sweepstakes will be treated in accordance with the Sponsor's privacy policy, available at <https://www.madewell.com/footer/privacy.jsp> and Administrator's privacy policy at <http://www.helloworld.com/privacy-policy>. Sponsor and Administrator have notified the U.S. Department of Commerce that they adhere by the rules of the Safe Harbor Framework available under http://www.export.gov/safeharbor/eu/eg_main_018365.asp. Personal information will be used to: (a) contact potential winners; and (b) if an entrant selects to receive additional information from the Promoter on the entry form, to send additional information to that entrant. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending an email to: madewell@helloworldfulfillment.com.

13. Winner List: For a winner list, visit <http://bit.ly/1L8XZdn>. The winner list will be posted after winner confirmation is complete.

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