

## #denimadewell Spring 2016 Contest Official Rules

### A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. Eligibility:** #denimadewell Spring 2016 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 J.Crew Group, Inc., HelloWorld, Inc., and any of 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 Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Sponsor:** J.Crew Group, Inc., 770 Broadway, New York, NY 10003. **Administrator:** HelloWorld, 3000 Town Center, Suite 2100, 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 the prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on January 26, 2016 at 12:00 a.m. Eastern Time ("ET"), ends on March 21, 2016 at 11:59 p.m. ET (the "Contest Period"), and consists of two (2) phases as set forth in the chart below.

Phase	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)
Submission	January 26, 2016	March 14, 2016
Judging	March 15, 2016	March 21, 2016

Twitter, Inc.'s and Instagram, LLC's servers are the official time-keeping devices for the Contest.

**5. How to Enter:** During the Submission Phase, you will need to use your Twitter account and/or your Instagram account (each a "Social Account") to participate. Creating either Social Account is free but is subject to the applicable terms and conditions (<https://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). Posting on Instagram requires a mobile device and therefore message and data rates may apply. If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your Tweets or posts to be viewable by Sponsor.

Tweet or post to Instagram one (1) original photo of your denim rules to dress by, including at least one (1) article of Madewell denim in your photo, along with the hashtags #denimadewell and #contest (herein your "Submission"). You will automatically receive one (1) contest entry for your eligible Submission.

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

**6. Guidelines and Restrictions:** By Tweeting/posting your Submission, you agree that your Submission conforms to the Photo Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

#### Photo Guidelines:

- The Submission must be in a format acceptable for Twitter or Instagram (as applicable);
- The Submission must include the hashtags #denimadewell and #contest;

- The Submission cannot have been submitted previously in a promotion of any kind; and
- The Submission must comply with Twitter and Instagram's terms of use.

**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 disparage Sponsor, Administrator or any other person or party affiliated with the Contest;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, 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 submit three (3) Submissions per day during the Submission Phase. Each Submission must be unique. Submissions received from any person or Social Account in excess of the stated limit will be void. Submissions generated by script, macro or other automated means or by any means that subvert the entry process are void. In the event of a dispute regarding any Submission, the authorized account holder of the Twitter or Instagram account used to enter will be deemed to be the entrant and he/she must comply with these Official Rules. Each potential winner may be required to show proof of being an authorized account holder.

**7. Winner Determination:** During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select the three (3) entrants with the highest-scoring Submissions from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- Creativity/Originality (33%);
- Quality of Submission (33%); and
- Fit to Contest Theme (34%)

The entrant whose Submission receives the highest score will be deemed the potential Grand Prize winner. The two (2) entrants whose Submissions receive the next highest scores will be deemed the potential First Prize winners. In the event of a tie, the entrant whose Submission received the highest score for Fit to Contest Theme, as determined by the qualified judges, in their sole discretion, will be deemed the potential applicable winner.

**8. Winner Requirements:** Potential winners will be notified via Instagram or Twitter, as applicable, by @madewell1937 on or around March 23, 2016. Potential First Prize winners must follow prize claim instructions within three (3) days of date notice or attempted notice is sent, or the prize will be forfeited in its entirety. The potential Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a 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, or the prize will be forfeited in its entirety. If any potential winner cannot be contacted, fails to follow prize claim instructions, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (as applicable), or the prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the judges, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable will remain un-awarded.

**9. Sponsor's Use of Submissions:** For Entrants: Tweeting/posting a Submission constitutes entrant's consent to give Sponsor 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 required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

For Winners: Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 11, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**10. Prizes:** ONE (1) GRAND PRIZE: A \$1,500 Madewell gift card; a two (2) hour private party, before or after regular store hours, at a Madewell store for up to eleven (11) people; ground transportation to and from winner's home address to private party store location; eleven (11) Madewell Jeans gift cards, one (1) for winner and one (1) each for ten (10) of winner's friends (each valid for one (1) pair of Madewell jeans valued up to \$128); and a cash payment of \$1,650 in the form of a check, which is intended to help offset any federal or state tax obligations related to the acceptance of the prize. Approximate Retail Value ("ARV"): \$5,508. *Winner may choose a store location and the date of private party that is mutually acceptable to Sponsor, and party must be held within one (1) year of winner confirmation, or that portion of the prize will be forfeited. Date of private party is subject to blackout dates, determined by Sponsor in its sole discretion. If winner's home address is greater than fifty (50) miles from any Madewell store, the store party and transportation portion of the prize will be substituted for a Madewell gift card valued at \$950, and the Madewell Jeans gift cards portion of the prize will be substituted for eleven (11) Madewell gift cards valued at \$128 each.*

TWO (2) FIRST PRIZES: Two (2) Madewell Jeans gift cards (one (1) each for winner and a friend, each valid for one (1) pair of Madewell jeans valued up to \$128). ARV: \$256. *If winner's home address is greater than fifty (50) miles from any Madewell store, the Madewell Jeans gift cards will be substituted for two (2) Madewell gift cards valued at \$128 each.*

For All Prizes: Terms and conditions of gift cards apply. 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 the prize (or a component thereof) 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. Limit: One (1) prize per person.

**11. Release:** By receipt of any prize, winners agree to release and hold harmless the Sponsor, Instagram, LLC, Twitter, Inc., Administrator and their respective parent companies, 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 Contest or receipt or use or misuse of any prize.

**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 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 or votes or the tabulating of votes, 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 (including any travel/activity related thereto). 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, 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 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 <https://www.madewell.com/footer/privacy.jsp> and Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

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

**17. Name Removal Notification System:** If you would like your name removed from Sponsor's mailing list please send your name and address to Madewell Customer Relations One Ivy Crescent, Lynchburg, VA 24513 or call 1-866-544-1937 and your name will be removed within 60 days of the request.

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