

FREE PEOPLE COUNTDOWN TO SUMMER GIVEAWAY OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances. Sweepstakes begins on May 16, 2019 at 12:00 p.m. Eastern Time (“ET”) and ends on June 21, 2019 at 11:59 p.m. ET (the “**Sweepstakes Period**”). Sponsor’s computer is the official time keeping device for this Sweepstakes. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC.

1. **Eligibility:** The Free People Countdown to Summer Giveaway (the “**Sweepstakes**”) is open to legal U.S. residents currently residing in the 50 United States including the District of Columbia who are 18 years old or the age of majority, whichever is older, as of the date of entry. Employees, officers, and directors of Free People of PA LLC (“**Sponsor**”) or any of its parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters (collectively, the “**Sweepstakes Entities**”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’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. All entrants must have access to the Internet prior to the start of the Sweepstakes. Sponsor reserves the right to verify the eligibility of winners.
2. **Sponsor:** Free People of PA LLC, 5000 S Broad St., BLDG 25, Philadelphia, PA 19112-1495
3. **How to Enter:** During the Sweepstakes Period, go to www.instagram.com, become a follower of Free People’s Instagram page (located at <https://www.instagram.com/freepeople/?hl=en>) and then upload a photo on Instagram of you in your favorite dress. **You must tag @freepeople in your post, and include the hashtags #FPSummer35 and #FreePeopleGiveaway in the caption.** You must be a member of Instagram and your account must be set to the “public” setting in order to participate; joining Instagram is free. Entry must include the required hashtags to be eligible. Upon uploading your photo, you automatically will be entered with one (1) entry into the Sweepstakes.

Please note: By entering in this Sweepstakes, you signify and agree that your entry and any other materials submitted in connection with this Sweepstakes may be posted on Sponsor’s website and/or other social media sites or applications associated with the Sweepstakes in a manner that is consistent with these Official Rules. Upon submission of entry in this Sweepstakes, you agree that Sponsor may contact you via Instagram by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media page. **Limit one (1) entry per person/Instagram account.** You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded.

Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or Sweepstakes that Sponsor thinks may be of interest.

By participating in this Sweepstakes, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Sweepstakes in the entry and any online social sharing interaction that references the Sweepstakes or that is used to obtain entries in connection with this Sweepstakes. At a minimum, the hashtag "#FreePeopleGiveaway" should be included in all social media communications sent pursuant to the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation in this Sweepstakes while engaging in any online social sharing interaction during the Sweepstakes Period.

Entries, comments and content submitted or uploaded to any social media sites or other public sites in connection with this Sweepstakes (collectively, "Content Submissions") may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) misrepresents Sponsor or other companies; (iv) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by others, without permission; (v) contains any personal identification, such as license plate numbers, last names (first names are permitted), e-mail addresses or street addresses for any person other than entrant, or otherwise infringes on the privacy of any person other than an entrant; (vi) communicates messages or images inconsistent with the image of Sponsor's brand; and/or (vii) violates any law. Any Content Submissions that contain, depict or show such content; that exceed any required file size or length limits imposed by the Sweepstakes Entities or any third party social media site; and/or that violate these Content Submission requirements and/or the terms of these Official Rules will be disqualified. The Sweepstakes Entities reserve the right in their sole and unfettered discretion to disqualify any Content Submission that they believe is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes.

If the Content Submission contains an identifiable person other than the entrant who submitted the Content Submission, by submitting the Content Submission, the entrant represents and warrants that he/she has obtained the consent of such person to the use of the Content Submission as outlined herein and such person may be required to provide written consent to the Sweepstakes Entities' use of the Content Submission.

By submitting a Content Submission, entrant explicitly acknowledges and agrees that the Sponsor and its legal representatives, successors and assigns shall have the irrevocable, worldwide right in perpetuity to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all material which you upload to any websites (including, without limitation, social media sites) associated with the Sweepstakes, with or without first and/or last name credit to the entrant without any additional

consideration or approvals from or to entrant; and Content Submissions that attempt to restrict this right will not be considered. Each entrant warrants and represents that his/her Content Submission is original, has not been previously published or won any award, complies with any applicable community guidelines, terms of use, and any other binding terms on Instagram, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, complies with these Official Rules, and will not violate any federal, state or local laws or ordinances.

Entries that do not include any required hashtag will not be eligible and will be disqualified. Bulk, automated and/or third party entries are prohibited and will be disqualified. Multiple participants are not permitted to share the same Instagram account or email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, logins, or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the pertinent Instagram account 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. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

4. **Selection of winners:** On each day between May 18, 2019 through June 21, 2019, Sponsor will select the name of one (1) potential winner of a prize in a random drawing from among all entries received, for a total of thirty-five (35) winners. The odds of winning are based on the number of eligible entries received. The potential winners will be notified by Instagram direct message on or about the day of selection. Except where legally prohibited, each potential winner may be required to sign and return, within seven (7) days of being notified, a Declaration of Eligibility, Liability & Publicity Release in order to claim his/her prize. If a potential prize winner cannot be contacted in person via Instagram after the first attempt to contact him/her, or if he/she fails to sign and return the Declaration of Eligibility, Liability & Publicity Release or other required document within the required time period (if applicable), or in the event that a potential prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN

VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. **Prizes:** Thirty-five (35) prizes will be awarded. Each prize consists of a \$100 Free People gift card. Issuer terms and conditions apply to card; see front and back of card for terms. Approximate Retail Value (“ARV”) of each prize: \$100.00. Total ARV of all prizes to be awarded: \$3,500.00. Limit one prize per person and per household.

Prize Restrictions: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes. Prizes cannot be used in conjunction with any other Sweepstakes or offer.

6. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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 Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user’s computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
7. **WARNING:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR 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 PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. **PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES:**

By participating in this Sweepstakes, entrants agree that Sponsor, Instagram and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (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; 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 Sweepstakes or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than 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.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF THE INSTAGRAM SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Publicity Release. EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND SWEEPSTAKES AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

Intellectual Property. BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT ALL CONTENT SUBMISSIONS THAT ENTRANT MAY SUBMIT TO SPONSOR OR OTHERWISE POST IN CONNECTION WITH THIS SWEEPSTAKES, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE OR ELECTRONIC MAIL OR INSTAGRAM SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN SPONSOR'S PRIVACY POLICY (AVAILABLE AT <https://www.freepeople.com/help/privacy-policy/>), ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH CONTENT SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE CONTENT SUBMISSION TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD-PARTY. ENTRANT HEREBY GRANTS TO SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE IN PERPETUITY THE CONTENT SUBMISSION IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE CONTENT SUBMISSION, ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE CONTENT SUBMISSION, AND AGREES THAT IF SPONSOR ELECTS TO USE CONTENT SUBMISSION FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S CONTENT SUBMISSION OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S CONTENT, SUBMISSION, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE CONTENT SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL

RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE CONTENT SUBMISSION.

- 9. 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 appropriate Federal or State Court located in Philadelphia County, PA; (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 Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.
- 10. Privacy:** Any personal information sent to, shared with or collected by Sponsor in connection with this Sweepstakes is subject to Sponsor's Privacy Policy found at <https://www.freepeople.com/help/privacy-policy/> and you understand that you are providing such information to Sponsor and not to Instagram, Inc.
- 11. Nature of Relationship/Waiver of Equitable Relief:** Each entrant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Content Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Content Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Content Submission or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Content Submission or any material based on or allegedly based on the Content Submission, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 12. Winners List:** For a list of winners available after July 1, 2019, send a stamped, self-addressed envelope for receipt by September 1, 2019 to: Free People of PA LLC, 5000 S Broad St.,

BLDG 25, Philadelphia, PA 19112-1495. VT residents may exclude return postage when requesting Official Rules.

Copyright ©2019 Free People of PA LLC. All rights reserved.