

## **[DESCHUTES COUNTY FAIR GIVEAWAY] (“SWEEPSTAKES”)**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

PRIZE ACCEPTANCE AGREEMENT IS REQUIRED. THIS SWEEPSTAKES IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF AND PHYSICALLY LOCATED IN ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA OR CANADA AND WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT REPRESENTS AND WARRANTS THAT HE OR SHE MEETS THESE ELIGIBILITY REQUIREMENTS AND HAS READ, ACCEPTS AND WILL COMPLY WITH THESE OFFICIAL RULES. IF AN ENTRANT IS AN ELIGIBLE MINOR IN HIS/HER STATE OR PROVINCE/TERRITORY OF RESIDENCE, THEN HIS/HER PARENT OR LEGAL GUARDIAN AGREES TO THESE OFFICIAL RULES ALONG WITH AND ON BEHALF OF HIS/HER MINOR CHILD.

### **1. SWEEPSTAKES PERIOD:**

Sweepstakes begins on **[August 1st]**, 2018 at **10:00am**. Pacific Time (“PT”) and ends on **[August 5<sup>th</sup>]**, 2018 at **[9:00]** p.m. PT (the “Sweepstakes Period”).

### **2. ELIGIBILITY:**

THIS SWEEPSTAKES IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS AND PHYSICALLY LOCATED IN ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA OR CANADA AND WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF ENTRY. Sweepstakes may only be entered from and in eligible jurisdictions. Employees, contractors, directors, officers and agents of **[Silver Jeans Co.™]** (the “Sponsor”), its parent or subsidiaries and each of their respective affiliates, subsidiaries, successors, assigns and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Sweepstakes (collectively, the “Sweepstakes Parties”), and the immediate family members and/or those persons living in the same household of such individuals, are not eligible to participate or win a prize in this Sweepstakes. For the purpose of this Sweepstakes, immediate family is defined as spouse, partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.

### **3. HOW TO ENTER:**

**NO PURCHASE NECESSARY.** To enter, visit the Silver Jeans Co. X Macy’s pop-up booth at the Deschutes County Fair in Bend Oregon, and try on a pair of Silver Jeans Co denim to complete the entry.(the “Entry”). To be eligible, your Entry must be received within the Sweepstakes Period. All eligible Entries received during the Sweepstakes Period will be entered into the random prize draw (see Rule 5). Entrants must be the registered subscriber of the e-mail account from which the Entry is made. No third party entry or entry through a sweepstakes service is permitted.

There is a limit of one (1) Entry per person/email address permitted during the Sweepstakes Period. For greater certainty, you can only use one (1) email address to enter the Sweepstakes. If it is discovered that you have attempted to: (i) obtain more than one (1) Entry per person/email address during the Sweepstakes Period; or (ii) use more than one (1) email address to enter the Sweepstakes; then (in the sole discretion of the Sponsor) you may be disqualified from the Sweepstakes and all of your Entries may be voided. Your Entry will automatically be rejected if the entry form is not fully completed and submitted during the Sweepstakes Period. Use (or attempted use) of multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstakes is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Sweepstakes. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. Those who do not follow all of the instructions, provide the required

information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

#### 4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

There will be one (1) prize available to be won consisting of **[1 pair of Silver Jeans Co. denim a month for 12 months from [www.silverjeans.com](http://www.silverjeans.com) ]**; with an approximate retail prize value (“ARV”) of **[\$89.00]** USD/month (the “Prize”). Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. If the Prize becomes unavailable for any reason, Sponsor reserves the right, in its sole discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsor’s sole discretion, a cash award. Prize will only be awarded to the person whose full name and valid email address appears on the official Sweepstakes entry form. The winner agrees to accept the Prize “as is”, and entrants hereby acknowledge that Sponsor has neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including, without limitation, to the Prize’s quality, merchantability or fitness for a particular purpose or express warranties (if any) provided exclusively by a prize supplier that are sent along with the Prize. If winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize. In the case of a U.S. prize winner, the Prize winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the Prize he/she receives. Sponsor is not responsible for and winner will not receive the difference between the actual value of the Prize at the time of award and the stated ARV in these Rules or any Sweepstakes-related materials. If the Prize winner is a U.S. resident, winner may be issued an IRS 1099 form for prizes over \$600 US and he/she must provide Sponsor with a valid taxpayer identification number or social security number before the Prize will be awarded for tax reporting purposes. Limit one (1) prize per person/household/email address.

#### 5. RANDOM PRIZE DRAW AND WINNER SELECTION:

On August 5<sup>th</sup> **[2018]** (the “Draw Date”) in **[Bend OR]** at **[9:00]** p.m. PT, one (1) eligible entrant will be selected by random draw from among all eligible Entries received during the Sweepstakes Period. The odds of winning depend on the number of eligible Entries received during the Sweepstakes Period. The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the selected entrant by telephone or email (using the information provided at the time of entry) within ten (10) business days of the Draw Date. If the selected entrant cannot be contacted within ten (10) business days of the Draw Date, or there is a return of any notification as undeliverable; then the selected entrant will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant). Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Prizes won by an eligible entrant who is a minor in his/her state or jurisdiction of residence will be awarded to minor’s parent or legal guardian who must sign and return all required documents.

BEFORE BEING DECLARED THE CONFIRMED WINNER, the selected entrant will be required to sign (and have his/her parent or legal guardian sign if he/she is under the age of majority in his/her state or province/territory of residence) and return within ten (10) business days of notification the Sponsor’s affidavit of eligibility/liability release (declaration and release in Canada) form, which (among other things): (i) confirms compliance with these Official Sweepstakes Rules (the “Rules”); (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Sweepstakes Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “Releasees”) from any and all liability in connection with this Sweepstakes, the selected entrant’s participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees (except where prohibited by law or regulation) to the publication, reproduction and/or other use of the selected entrant’s name, address, voice, statements about the Sweepstakes and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the internet. In addition, in the case of a Canadian selected entrant, he/she will be required to correctly answer a mathematical skill-testing question without mechanical or other aid to be administered via telephone at a pre-arranged mutually convenient time. If the selected entrant fails to return the properly executed Sweepstakes documents within the specified time, or if the winner does not otherwise comply with these Rules (including the requirement to correctly answer a mathematical skill-testing question if a Canadian) and/or cannot accept the Prize as awarded for any reason, then the selected entrant will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new

selected entrant).

## 6. GENERAL CONDITIONS:

Except where prohibited by law or regulation, by accepting a prize, each winner grants the Sponsor a perpetual, worldwide, royalty-free license to use his/her name, character, photograph, voice, biographical data and likeness in connection with the promotion of this Sweepstakes and Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without entrant's consent, review or approval, and each entrant waives any and all claims and/or rights to receive any royalties or additional compensation for the Sponsor's use thereof, unless prohibited by law.

All Entries become the property of the Sponsor. The Releasees assume no responsibility for lost, delayed, incomplete, incorrect, incompatible or misdirected Entries, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of Entries. This Sweepstakes is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Sweepstakes are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.

The Releasees will not be liable for: (i) any failure of the Website during the Sweepstakes; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Sweepstakes; and/or (v) any combination of the above.

Any automated computer receipt (such as a "thank you" message or one confirming delivery of entry) does not constitute proof of actual receipt by Sponsor of an Entry for purposes of these Rules. The sole determinant of the time for the purposes of a valid Entry in this Sweepstakes will be the Sweepstakes server machine(s). In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw or amend this Sweepstakes (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Sweepstakes as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including the right at its sole discretion, to disqualify any individual (and all of his or her entries) who tampers with the entry process. The Sponsor, with the consent of the Régie, reserves the right to cancel or suspend this Sweepstakes, or to amend these Rules without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity sweepstakes may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

For United States California Residents: EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND

TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

By entering this Sweepstakes, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Sweepstakes and in accordance with Sponsor’s privacy policy (available at: <http://www.silverjeans.com/privacy/35>), unless the entrant otherwise agrees. If you are selected as a winner, your information may also be included in a publicly-available winner’s list.

## **7. GOVERNING LAW AND DISPUTES:**

With respect to Canadian legal residents subject to applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of entrants’, Sponsor or the Releasees in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Toronto, Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Sweepstakes.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TWO HUNDRED FIFTY U.S. DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS’ REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Sweepstakes-related materials, including, but not limited to: the Website, French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Sweepstakes as contemplated in these Rules, or for any other reason.

With respect to legal residents of the United States, any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply [STATE] law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules

and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. With respect to legal residents of the United States the Sweepstakes Official Rules and Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State/Commonwealth of [STATE], U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of [STATE], in the City of [CITY].

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

**OFFICIAL RULES:** For a copy of these Official Rules prior to the end of the Sweepstakes Period, mail a self-addressed stamped envelope by first class mail to **1100 S. Coast Hwy #301C, Laguna Beach, CA 92651**. VT residents and Canadian residents may omit return postage for Official Rules requests.

**WINNER'S LIST:** A winner's list is available only within the ninety (90) days following the Sweepstakes Period. In order to obtain a winner's list, send a self-addressed, stamped envelope to **1100 S. Coast Hwy #301C, Laguna Beach, CA 92651**. Residents of Canada may omit return postage.

**SPONSORED BY:** [Sponsor] [Full Corporate Address] ("Sponsor").