



## REFINERY29

### REFINERY29 | H&M [COACHELLA FESTIVAL CONTEST OFFICIAL RULES](#)

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM  
**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

[VOID WHERE PROHIBITED BY LAW](#)

- 1. Eligibility:** H&M Coachella Festival Contest ([the "Contest"](#)) is open only to legal residents of the forty-eight (48) states of the Continental United States and the District of Columbia, who are [18](#) years of age or older at the time of entry. Employees of Refinery 29 Inc. ("Refinery29") [and H&M Hennes & Mauritz \(H&M\) and their](#) parent and affiliated companies, subsidiaries, promotion agencies, suppliers, and members of their immediate families, are not eligible. For purposes of this Contest, "immediate family" is defined as spouses, parents, children, siblings and their respective spouses, regardless of whether they reside in the same household.
- 2. Sponsor:** Refinery 29, Inc., 255 Broadway, 23<sup>rd</sup> floor, New York, NY 10001. Refinery29 is responsible for the collection, submission or processing of entries, the administration of the [Contest](#) or the selection of winners.
- 3. Prize Provider:** H&M Hennes & Mauritz, 215 Park Ave. South, 15<sup>th</sup> floor, New York, NY 10003
- 4. Timing:** The Contest begins on March 10, 2014 at 12:00AM (EST) and ends on March 21, 2014 at 11:59PM (EST) (the "Contest Period").
- 5. How to Enter:** [During the Contest Period](#), you may enter this Contest by attaching [both the hashtags "#R29Festivals" and "#HMLovesMusic"](#) to an [original photo and submitting it](#) through the Instagram application ("[Submission](#)"). You acknowledge that your use of Instagram [is](#) subject to Instagram's [Terms of Use](#) <http://instagram.com/legal/terms/#>, [Refinery29's and Instagram's Privacy Policies](#), and any other relevant rules, policies or regulations. All [Submissions](#) must be received by 11:59 p.m. EST on March 21, 2014. See Section 7 ("Selection of Winners") for details on the Grand Prize.



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6. **Entry Errors:** Refinery29 [and H&M](#) are not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected Submissions, which will be disqualified. [H&M](#) and Refinery29 are not responsible if online service or equipment is interrupted including without limitation (1) interruptions to any network, server, Internet, Web site, telephone, satellite, computer or other connections, (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, (4) other errors of any kind, whether human, technical, mechanical or electronic, (5) the incorrect or inaccurate capture of information or the failure to capture any such information, or (6) printing or typographical errors.

7. **Selection of Winners:** Refinery29 judges will review all Submissions and select one (1) [Grand Prize](#) winner based on the creativity and [originality](#) of the Submissions. [The decisions of the judges are final.](#)

8. **Prizes: Grand Prize:** One (1) winner will be selected to win a “Coachella Festival” prize package that [includes:](#) Two (2) VIP tickets to the [second](#) weekend of Coachella (April 18- April 20), [airfare for two](#), and [hotel accommodations](#) (“Grand Prize”). [The Grand Prize is awarded “as is” with no warranty or guarantee, either express or implied. The winner may not substitute, assign or transfer the Grand Prize or redeem the Grand Prize for cash, however, Refinery29 retains the right, in its sole discretion, to substitute the Grand Prize \(or any portion thereof\) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Odds of winning depend on the number of valid Submissions received.](#)

9. **Terms and Conditions of Judging and Prizes:** All Submissions must be received during the Contest [Period](#). Winner will be chosen based on [Submissions](#) as judged by Refinery29. Winner will be selected on or about March 26, 2014 and will be notified via [Instagram](#), email and/or telephone. If a potential winner cannot be contacted, does not respond within [two \(2\)](#) days, or the [Grand Prize](#) or prize notification is returned as undeliverable, such potential winner forfeits all rights to any prize, and an alternate winner may be selected. Income and other taxes, if any, are the sole responsibility of each winner, and [the](#)



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Grand Prize is non-transferable, non-refundable and has no cash value if not used. Any and all expenses associated with the Grand Prize that are not included in the prize description also are the sole responsibility of the winner.

Submission must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Submission contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Submission, any and all releases and consents necessary to permit the use and exhibition of the Submission by Refinery29 in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Submission. Refinery29 reserves the right to request proof of these permissions in a form acceptable to Refinery29 from any entrant at any time. Failure to provide such proof may, if requested, render Submission null and void. By submitting an Submission, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Submission consent to the submission and use of the Submission in the Contest and to its use as otherwise set forth herein.

By submitting an Submission, entrant hereby grants permission for the Submission to be posted on <http://instagram.com/> or other websites, applications, or social media platforms (including those of Refinery29). Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Submissions by third parties. Released Parties do not guarantee the posting of any Submission.

**10. Ownership/Use of Submission:** By submitting a Submission, each entrant hereby grants Refinery29 and H&M a non-exclusive, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license to use, modify and otherwise fully exploit the Submission submitted (including the copyright thereto and all rights embodied therein). For clarity, the foregoing license permits Refinery29, H&M, and their respective designees to exploit, edit, modify, and distribute the Submission and all elements of such Submission, including, without



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limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party, and entrant hereby agrees to execute specific consent to such use if asked to do so.

**11. Acceptance of Official Rules:** As a condition of entry, entrants fully and unconditionally agree to comply with these Official Rules and Refinery29's decisions, which are final and binding in all respects.

**12. Disputes:** In the event of a dispute as to the identity of a winner, the person to whom the Instagram account was registered at the time of Submission will be deemed the winning entrant. Potential winners may be required to show proof of identification. Except where prohibited, each entrant agrees that: 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 state or federal courts situated in New York, NY. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"). Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York Law, without reference to choice of law rule, governs and all disputes arising hereunder. All entrants waive any right to a jury trial.

**13. Substitution; Taxes:** No assignment or transfer of prizes will be permitted, except at Refinery29's sole discretion. WINNER IS SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OF HIS/HER PRIZE.

**14. Potential Winner:** As a condition of entry, each entrant grants consent to Refinery29, together with its designees and agents to use entrant's name, likeness, voice, and biographical information for publicity or advertising in any media or manner, without further payment, consideration, notice or approval and without geographic or time limitation to the greatest extent permitted by law.



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Each Finalist may be required to submit his/her contact information to Refinery29 in connection with competing for the Grand Prize. As applicable, the Grand Prize winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to Refinery29, within ten (10) business days, an Affidavit of Eligibility Release drafted by Refinery29 to be eligible for the Grand Prize or an alternate winner will be selected. The winner may be required in Refinery29's sole discretion to complete relevant tax forms as a condition to the delivery of the Grand Prize.

**15. Liability:** By participating, [each entrant](#) represents and warrants that [he/she](#) (i) [has](#) all right, title and interest in and to any photo [he/she](#) submits; and (ii) will comply with all applicable laws, rules and regulations in conjunction with entering and participating in this Contest. Each entrant further agrees that Refinery29 and [H&M](#) and their subsidiaries and affiliated companies and all their advertising and promotion agencies and clients, together with each director, officer, owner, employee, agent, insurer, contractor and the successor and assign or each of them (collectively, the "Released Parties"), will have no liability whatsoever in connection with this Contest to entrant or to any person who may assert any claim derived from or through entrant and entrant shall hold each such releasee harmless for any injuries, losses or damages of any kind that entrant or others may incur with respect to entrant's participation in the Contest or acceptance, use or misuse of a prize. By entering the Contest, each entrant explicitly releases, discharges and holds harmless the Released Parties, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including attorneys' fees and/or experts fees and costs, which s/he now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any other reason, whether or not occurring during or arising out of his/her participation in the Contest and/or acceptance, use and/or misuse of a prize. The foregoing Released Parties are not responsible for 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.

**16. Conditions of Participation:** Refinery29 reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Contest and to



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disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. In the event that the Contest is terminated early, Refinery29 reserves the right, but not the obligation, to award prizes to persons who entered prior to the date of termination. Without limiting the foregoing, Refinery29 may lock out any entrant who, in Refinery29's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter.

**Request for Winner:** For the name of the winner, available after [April 15, 2014](#), send a self-addressed, stamped, envelope to: H&M Coachella Festival Contest, Refinery 29, Inc. 225 Broadway, 23rd Floor, New York, NY 10007.

This Contest is not endorsed or certified by Instagram.