

**BOGS SWEEPSTAKES**  
**Official Rules**

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

BOGS Sweepstakes (the "Sweepstakes") starts on October 1, 2014 (at Midnight EST) and ends on October 15, 2014 (at 11:59pm EST) ("Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open solely to legal residents of United States, excluding Rhode Island, who are eighteen (18) years of age or older at the time of entry. Employees of Refinery 29, Inc., having a place of business at 225 Broadway, 23rd Floor, New York, NY 10007 ("Sponsor") and BOGS having a place of business at 1001 SE Water Ave, Portland, OR 97214 and their parent and affiliate companies, subsidiaries, divisions, promotion agencies, suppliers and members of their immediate families and household, are not eligible. Sweepstakes is subject to all applicable federal, state and local laws.

**SPONSOR:** Refinery 29, Inc. 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007.

**HOW TO ENTER:**

During the Sweepstakes Period:

How to Enter: During the Promotion Period, go to

<http://www.refinery29.com/sweeps/bogs-contest> and enter by following the onscreen entry instructions. Limit one entry per person. No more than one person can enter using the same email address. Use of any automated system to participate is prohibited and will result in disqualification.

Entries must be received between October 1, 2014 and October 15, 2014.

By participating in the Sweepstakes, you acknowledge and agree to Refinery29's Privacy Policy <http://www.refinery29.com/privacy>, and any other relevant rules, policies or regulations.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on Refinery29.com or other websites, applications or social media platforms (including those of Refinery29 and BOGS).

**ALTERNATIVE METHOD OF ENTRY ("AMOE"):** Participants may also enter the Sweepstakes by mail as follows. On a plain 3" x 5" index card, legibly handprint or type your first name, last name, date of birth, complete address, city, state, zip code, home phone number (including area code), and email address (if any) and mail your completed 3" x 5" card to Refinery29 Sweepstakes: Attention: BOGS Sweepstakes Entry, 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007. To be considered eligible in the Sweepstakes, AMOE entries must be postmarked no later than October 13th, 2014. Each AMOE card received will be considered as one entry for that entrant.

Entries will not be acknowledged or returned.

**REQUIREMENTS OF ENTRIES:**

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress owned by others, without permission; contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law, rule or regulation.

If the Entry 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 Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor 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 Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Sweepstakes and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on [www.refinery29.com](http://www.refinery29.com) and other websites, applications, or social media platforms (including those of Sponsor). Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry.

**PRIZE SELECTION:** The winning entry for the prize(s) will be chosen at random from all eligible entries during the Sweepstakes Period on or about October 16, 2014 The number

of eligible entries received determines the odds of winning. Subject to verification of eligibility and compliance with these Official Rules, the winning entry chosen as determined by the Sponsor, will be deemed the potential prize winner.

The Sweepstakes will be conducted under the supervision of the Sponsor. The decisions of the Sponsor are final and binding in all matters relating to this Sweepstakes. Winners will be notified by email; provided, however, that Sponsor reserves the right to determine an alternate method of notification. Winners must claim their prize within five (5) business days after the date of notification of such Prize. A Sweepstakes winner's failure to respond to the Prize notification within the specified five (5) business days will be considered such Sweepstakes winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries.

**WINNER NOTIFICATION:** On or about October 16, 2014 Sweepstakes winners will be notified via email. After initial contact has been made, subsequent communication may take place via e-mail or telephone. The potential winners may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, that potential winner's prize will be forfeited and an alternate winner will be selected. If a potential winner is an eligible minor in his/her jurisdiction of residence, the prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on the winner set forth herein.

In the event of a dispute as to the identity of any potential winner, Sponsor reserves the right in its sole discretion to select another winner and the unidentifiable potential winner will forfeit all rights to a prize.

**PRIZE:** One (1) winner will receive \$2,000 gift card to Bogs and \$2,000 gift card to Nordstrom (total AVR: \$4000), subject to the standard terms and conditions for such cards. The prize is awarded "as is" with no warranty or guarantee, either express or implied. The winners may not substitute, assign or transfer the prizes or redeem the prizes for cash, however, Sponsor retains the right, in its sole discretion, to substitute the prizes (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.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; and (b) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the

Sweepstakes without the prior consent of the Sponsor, which it may withhold in its sole discretion.

**LIABILITY:** You agree that Refinery29, Bogs, and their respective parents, subsidiaries and affiliated companies, their successors and assigns and all their respective shareholders, directors, officers and employees and all their advertising and promotion agencies ("Released Parties"), will have no liability whatsoever in connection with this Sweepstakes, and you shall hold them harmless for any injuries, losses or damages of any kind that you or others may incur as a consequence of your participation in the Sweepstakes or your acceptance, use or misuse of the prize. By entering the Sweepstakes, entrant explicitly releases, discharges and holds harmless the Released Parties 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 he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of the prize.

**OWNERSHIP/USE OF ENTRIES:** By submitting an Entry, each entrant hereby grants Sponsor a non-exclusive, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license to use, modify and otherwise fully exploit the Entry submitted (including the copyright thereto and all rights embodied therein). For clarity, the foregoing license permits Sponsor and its designees to exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without 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.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the drawing for prizes, the announcement of the prize, or the incorrect uploading of the photo or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or the applications or websites of any Released Party, or who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human

intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S OR INSTAGRAM'S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD AT THE AAA REGIONAL OFFICE NEAREST THE ENTRANT; (2) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

**REQUEST FOR WINNER:** For the name of the winner, available after Oct 16, 2014, send a self-addressed, stamped, envelope to: BOGS Sweepstakes (winner list) Refinery 29, Inc. 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007.