## THE ROYAL TREATMENT CONTEST 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

The Royal Treatment Contest (the "**Contest**") starts on 3/2/15 at 12:00PM EST and ends at 11:59PM EST 3/9/15 ("**Contest Period**").

**ELIGIBILITY**: Contest is open to legal residents of the United States and the District of Columbia who are 18 years of age or older (age 21 in Mississippi, age 19 in Alabama and Nebraska) and have a publicly viewable Instagram account for the duration of the Contest Period. Employees of Refinery 29 Inc., having a place of business at 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007 ("**Refinery29**") and E! Entertainment, 5750 Wilshire Boulevard, Los Angeles, CA 90036 (the "**Company**"), and each of their respective parents, shareholders, subsidiaries, affiliates, promotion and advertising agencies and other paid endorsers, agents, and members of their immediate families (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees are not eligible to enter or win. Contest is subject to all applicable federal, state and local laws and is void where prohibited by law.

## HOW TO ENTER:

During the Contest Period:

- 1. Produce an original photo of a "treat yourself" moment (e.g., a shopping spree, a spa treatment, an amazing meal, etc.
- 2. Either upload your photo through the Instagram application or on the Instagram website at www.instagram.com ("Entry"); and
- 3. Tag the photo with both the hashtag #contest and the hashtag #TheRoyalTreatment (each such photo is an "Entry").

Entries must be publicly viewable to be judged for the Contest. Entries must be received between 3/2/15 at 12:00PM EST and 11:59PM EST 3/9/15 ("Contest Period") to be considered for a prize.

You may submit as many eligible Entries as you would like during the Contest Period. No automated Entries are permitted.

By participating in the Contest, you acknowledge and agree to be bound by these Official Rules, Instagram's Terms of Use at http://instagram.com/about/legal/terms/#,

Instagram's Privacy Policy at http://instagram.com/about/legal/privacy/#, Refinery29's Privacy Policy at https://www.refinery29.com/privacy, and any other relevant rules, policies or regulations. Refinery29 and Company are in no way affiliated with or responsible for Instagram. Entrants are subject to all applicable notices posted online or through the Instagram application by Instagram or Refinery29.

If you choose to enter via Instagram using your mobile phone, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by their wireless carrier. You should also check your Device's features for capabilities and check the Device manual for specific use instructions.

Entries will not be acknowledged or returned. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**REQUIREMENTS OF ENTRIES**: By entering the Contest, each entrant agrees that entrant's entry conforms to the Entry Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any entry and disqualify an entrant from the Sweepstakes if it believes, in its sole discretion, that the entrant's entry fails to conform to the Guidelines and Restrictions.

**Entry Guidelines and Content Restrictions:** An entry may <u>not</u> contain, as determined by the Refinery29, in its sole discretion, any content that:

- is sexually explicit or suggestive; profane or pornographic; or 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; or promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; or is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age 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; or contains copyrighted materials owned by others (including photographs, sculptures, paintings, other works of art or images published on or in websites, television, movies or other media or any other third party content), without permission;
- contains any personal identification, such as personal names, e-mail addresses or street addresses;
- 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; or 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.

By participating, each entrant represents and warrants that he/she (i) has all right, title and interest in and to any content and material he/she submits; (ii) will comply with all applicable laws, rules and regulations in conjunction with entering and participating in this Contest; and (iii) and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

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.

By entering, each entrant warrants and represents the following with respect to entrant's entry: (a) the entry will not infringe on any rights of any third parties; (b) the entry complies with the Instagram.com terms of service http://instagram.com/about/legal/terms/#); and (c) any third parties appearing in the entry have given entrant appropriate consent to be photographed and used in connection with this Sweepstakes and as otherwise used by Sponsor as set forth herein. Sponsor reserves the right to request releases from any third parties appearing in any entries at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

Providing an entry 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 entry in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

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.

Sponsor's decisions are final and binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on www.instagram.com and other websites, applications, or social media platforms (including those of Refinery29 and Company). Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties.

**JUDGING**: Eligible entries received during the Entry Period, and which comply with these Official Rules, will be judged by Refinery29's judges, in their sole discretion, based on creativity, style, and adherence to any posted contest guidelines. One (1) winner will be selected on the following date 3/12/15 ("Selection Date"). The decisions of the judges are final. The odds of winning depend on the number of eligible Entries submitted to the Contest.

**WINNER NOTIFICATION**: The first potential Contest winner will be notified on or about 3/12/15 via email. The potential winner 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 may be selected.

In the event of a dispute as to the identity of any winner, all final decisions about winner selection will be made in Refinery29's sole discretion.

**PRIZE:** One prize winner will be awarded \$4,500 in American Express gift cards (AVR: \$4,500). The prize is awarded "as is" with no warranty or guarantee, either express or implied, and is subject to any applicable terms and conditions. The winner may not substitute, assign or transfer the prizes however, Refinery29 retains the right, in its sole discretion, to substitute the prizes (or any portion thereof) with one of comparable or greater value. The winner is 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. Where applicable, taxes may be withheld by Sponsor and Sponsor shall have no obligation to adjust any prizes or otherwise compensate winners for any taxes withheld. Each winner agrees to furnish Sponsor with and/or execute any additional document requested by Sponsor in connection with the awarding of any prize.

**GENERAL CONDITIONS**: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Refinery29's judges; (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 Refinery29 and Company and their respective 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; and (c) to not release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Refinery29, which it may withhold in its sole discretion.

**OWNERSHIP/USE OF ENTRIES**: By submitting an Entry, each entrant hereby grants each of Refinery29 and Company a non-exclusive, worldwide, perpetual, irrevocable, fully transferable and sub-licensable 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 Refinery29, Company, and their respective 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.

LIABILITY: Each entrant agrees that Refinery29, Company, Instagram and each of their parents, subsidiaries, affiliates, advertising and promotion agencies, and clients, and their respective directors, officers, shareholders, owners, employees, agents. representatives, insurers, contractors and the successors and assigns of 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 defend and hold the Released Parties harmless from any liability, claims, actions, causes of action, injuries, demands, losses or damages (actual, incidental or consequential), including attorneys' fees and/or experts fees and costs, 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, injuries, losses, 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, which he/she now has or may acquire, 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.

**ENTRY/CONTEST ERRORS**: 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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize, or the incorrect uploading of the photo or in any Contest-related materials.

**MISCELLANEOUS:** 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 Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of any website. Persons who tamper with or abuse any aspect of the Contest 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 Refinery29, will be disgualified and all associated entries will be void. Should any portion of the Contest be, in Refinery29's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Refinery29, corrupt or impair the administration, security, fairness, proper play, or submission of entries, Refinerv29 reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to action taken using the judging procedure outlined above. Notwithstanding the foregoing, Refinerv29 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. In the event any of the provisions of these Official Rules conflicts with an enforceable provision of an enrollment agreement that you have with Company, as between you and Company the terms of that enrollment agreement will be controlling and nothing in these Official Rules will supersede or displace them. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE REFINERY29'S OR INSTAGRAM'S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, REFINERY29 RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) 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.

**USE OF DATA.** Sponsor will be collecting personal data about entrants, in accordance with its privacy policy. Please review Sponsor's privacy policy http:// http://www.refinery29.com/privacy. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**REQUEST FOR WINNER**: For the name of the winners, after 3/12/15, send a self-addressed, stamped, envelope to: The Royal Treatment Contest Winner, Refinery 29 Inc., 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007.

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

THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.