

**Netflix *Orange is the New Black* & Refinery29 - Caption This 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 Netflix *Orange is the New Black* & Refinery29 *Caption This* Contest (the “**Contest**”) starts on June 1st, 2014 8:00PM EST and ends on June 14th at 11:59 PM EST (“**Contest Period**”).

ELIGIBILITY: Contest is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older at the time of entry and have a publicly viewable Facebook account for the duration of the Contest Period. Employees of Refinery 29, Inc., having a place of business at 225 Broadway, 23rd Floor, New York, NY 10007 (“**Refinery29**”) and Netflix (“**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:

To enter the Contest, post a potential caption for at least one of the “Orange is the New Black” themed photos posted by Refinery29 (posted on 6/1/14, 6/5/14, 6/8/14, and 6/12/14) in the applicable comments section of the Facebook page.

Captions will be judged on creativity, humor, and relevance to the “Orange is the New Black” series.

Entries must be publicly viewable to be judged for the Contest. Entries must be received between a. 8:00 PM EST June 1st, 2014 and 11:59PM EST June 4th, 2014 (for the June 1st, 2014 caption), b. between 8:00 PM EST June 5th, 2014 and 11:59PM EST June 7th (for the June 5th, 2014 caption), c. between 8:00 PM EST June 8th and 11:59PM EST June 11th, 2014 (for the June 8th, 2014 caption), and d. between and 8:00 PM EST June 12th, 2014 and 11:59PM EST June 14th, 2014 (for the June 12th, 2014 caption).

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

By entering this Contest, entrant acknowledges and agrees that use of Facebook is subject to Facebook’s Terms of Use at <https://www.facebook.com/policies/?ref=pf> and any other relevant rules, polices or regulations and that Refinery29 and Company are in no way affiliated with or responsible for Facebook. Entrants are subject to all applicable

notices posted online or through the Facebook application and Refinery29's Privacy Policy located at <http://www.refinery29.com/privacy>.

REQUIREMENTS OF ENTRIES:

Entry may not 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 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 Entry. 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 Entry null and void.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on www.facebook.com or 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: Entries received during the Entry Period, and which comply with these Official Rules, will be judged by Refinery29's judges based on uniqueness and quality. On or about June 5th, June 8th, June 12th and June 15th, 2014, the winning Entries will be selected as a winner. The decisions of the judges are final. The odds of winning depend on the number of eligible Entries submitted to the Contest.

WINNER NOTIFICATION: On or about June 5th, June 8th, June 12th, and June 15th 2014, a Contest winner will be notified via Facebook. 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 winner, that winning Entry will be declared made by the authorized account holder of the Facebook account at the time of entry.

PRIZE: Four (4) winners will receive one annual subscription to Netflix. Approximate retail value of each prize is \$108.00. The prizes are 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, Refinery29 retains the right, in its sole discretion, to substitute the prizes (or any portion thereof) with one of comparable or greater value. The winners are each 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 Refinery29 and the judges, which shall be final and binding in all respects relating to this Contest; (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, Facebook, 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 disqualified 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, Refinery29

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, Refinery29 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 REFINERY29'S OR FACEBOOK'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.

REQUEST FOR WINNER: For the name of the winners, available after June 22nd, 2014, send a self-addressed, stamped, envelope to: "Orange is The New Black" Caption Winners, Refinery 29 Inc. 225 Broadway, 23rd Floor, New York, NY 10007.

Sponsor: Refinery 29, Inc. 225 Broadway, 23rd Floor, New York, NY 10007.

Prize Provider: Refinery 29, Inc. 225 Broadway, 23rd Floor, New York, NY 10007.

This Contest is in no way sponsored, endorsed or administered by or associated with Facebook, or its affiliates.