#MyFiveMusts SWEEPSTAKES Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN

The #MyFiveMusts Sweepstakes (the "Sweepstakes") starts on November 20, 2013 12:00AM EST and ends on December 6, 2013 at 5:00pm EST ("Sweepstakes Period").

ELIGIBILITY: Sweepstakes is open to legal residents of the forty-eight (48) states of the Continental United States and the District of Columbia, who are 21 years of age or older at the time of entry. Employees of Refinery29, Inc., having a place of business at 225 Broadway, 23rd Floor, New York, NY 10007 ("Sponsor" or "Refinery29") and Hyatt Corporation ("Hyatt"), and each of their, parents, shareholders, subsidiaries, affiliates, promotion and advertising agencies, agents, and members of their immediate family (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. The Sweepstakes is subject to all applicable federal, state and local laws and is void where prohibited by law.

HOW TO ENTER:

To enter the Sweepstakes, you must follow one of the following entry methods (each an "Entry"): (1) Via Twitter: You must be a registered user of Twitter whose tweets are not private and may be viewed by the public. Follow the directions provided by the Refinery29 Sweepstakes announcement found here: (www.refinery29.com/travel-contest) to post your five travel must haves and hashtag the post #MyFiveMusts via your Twitter account. Each entrant of this Sweepstakes acknowledges and agrees that use of Twitter is subject to Twitter Terms of Use https://twitter.com/tos and any other relevant rules, polices or (2) Via Refinerv29's website and Facebook Connect: regulations. Alternatively, entrants may enter by posting in the comments section of the Sweepstakes announcement post found here: (www. refinery29.com/travelcontest). Users must be logged in to Refinery29's website via Facebook Connect to be eligible to win. Each entrant of this Sweepstakes acknowledges and agrees that use of Facebook is subject to Facebook's Terms of Use https://www.facebook.com/policies and any other relevant rules, polices or regulations. Entries received from any person or email address or household in excess of the limitation will be void.

REQUIREMENTS OF ENTRIES:

Entry may <u>not</u> 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, 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 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.

Entry 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 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 <u>https://twitter.com, www.facebook.com, www.refinery29.com</u> or other

websites. 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. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of Sponsor in each instance.

WINNERS: Refinery29 will choose three (3) winning entries received during the Entry Period that comply with these Official Rules. Winners will be chosen by Refinery29 through a random drawing of all eligible Entries. Winners will be selected on or about December 15, 2013.

WINNER NOTIFICATION: Each prize winner will be notified by Twitter, Facebook, mail, phone, and/or e-mail and 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, the 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, 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.

PRIZES: THREE (3) Grand Prizes - Each winner will receive three (3) Hyatt Ultimate Stay Certificates (each valid for one (1) night), which may be used for a total of three (3) nights at a participating Hyatt hotel of the winner's choice (subject to the location limitations listed below and on the Hyatt Ultimate Stay Certificate), and a custom gift basket filled with a Stephanie Johnson Dubai Alex Sparkle Cosmetic Bag, a Nine Space throw blanket, and Frends earbuds, all selected by Sponsor, with a total retail value of Four Thousand Nine Hundred and Thirty Nine Dollars (\$4,939.00). Hyatt Ultimate Stay Certificates are valid until the earlier of: (i) one (1) year following the date of issuance of the Hyatt Ultimate Stay Certificate; or (ii) December 31, 2014. Each Hyatt Ultimate Stay Certificate is subject to the terms and conditions set forth on the Hyatt Ultimate Stay Certificate. All stays at Hyatt properties are subject to availability. No other part of a winner's stay is included in prize. The prizes are awarded "as is" with no warranty or guarantee, either express or implied. The winner may not substitute, assign or transfer a prize or redeem a prize for cash, or substitute a prize (or portion thereof) with one of comparable or greater value. 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.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final

and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, Hyatt Corporation, Twitter, Inc. and Facebook, Inc. and each of their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakesrelated activity or the acceptance, possession, use or misuse of any awarded prize and (c) 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.

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.

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 or judging of Entries, 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 website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disgualified 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 taken using the judging procedure outlined above. This Sweepstakes shall be governed by New York law, without regard to conflicts of laws provisions. By participating in this Sweepstakes, you agree that any dispute or litigation arising from or relating to this Sweepstakes shall be determined by binding arbitration only in New York, NY, by and under the Streamlined Arbitration Rules and Procedures of JAMS, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. 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. TWITTER'S OR FACEBOOK'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.

REQUEST FOR WINNER: For the name of the winner available after December 15, 2013, send a self-addressed, stamped, envelope to: #MyFiveMusts, Refinery29 Inc. 225 Broadway, 23rd Floor, New York, NY 10007

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This Sweepstakes is in no way sponsored, endorsed or administered by Twitter, Inc. or Facebook, Inc.