Refinery29 UK + One Rebel Limited & Friends PRIZE DRAW 2018 TERMS AND CONDITIONS

1) The Prize Draw is open to residents of the United Kingdom, Channel Islands and Isle of Man, who are aged 18 years or over, except employees of Refinery 29 Limited ("Promoter"), **One Rebel Limited**, and Fashercise **Retail Limited** and their affiliated companies, their families, cohabitants, agents or anyone professionally connected with the Prize Draw. Proof of age will be required before the prize is dispatched.

2) No purchase is necessary for entry into the Prize Draw. Entries received after the relevant closing date will not be accepted.

3) The Prize Draw starts on **June 15, 2018** at 00:00 GMT and ends on **July 4, 2018** at 23:59 GMT (the "Promotional Period"). By entering the Prize Draw, you will be deemed to have accepted these terms and conditions. Entries must be received no later than 23:59 GMT on **July 4, 2018**. Only one entry per valid email address is permitted. Only fully completed entry forms will be accepted. Incomplete or unreadable entries will be disqualified.

4) Entry must be made by the entrant, at the Entry Site: <u>https://app.viralsweep.com/sweeps/full/2b1e77-</u> <u>36787&framed=1</u>

Third party entries, bulk entries, or entries submitted by agents, including any entries made by any other individual or any entity, and/or originating at any other Internet web site of email address, including but limited to commercial competitions, subscription, notification and/or entering service sites, will be declared invalid and disqualified from this Prize Draw. The use of any device to automate the entry process is prohibited. Entries will not be returned.

5) If there are reasonable grounds to believe that there has been a breach of these terms and conditions by an entrant, the Promoter may, at its sole discretion invalidate the relevant prize and disqualify the entrant from the Prize Draw. Sale, transfer or exchange of any part of the prize package is strictly prohibited. Any attempt to sell, transfer or exchange any prize(s) will result in the prize(s) being withdrawn by the Promoter and the prize(s) will be declared null and void.

6) No responsibility is accepted for any entries that are incomplete, unreadable, ineligible, corrupted, lost or delayed or are unable to be sent due to technical or any other reason, or for any charge by the sender's network for repeat entries.

7) Refinery 29 Limited, Fashercise Retail Limited, and One Rebel Limited are giving away (one) 1 £500 shopping credit to spend on <u>www.fashercise.com</u>, to be ordered through customer service (expiration of 6 months from issue); and ten (10) 1Rebel sessions worth £180 (expiration date of 6 months from issue). ("Prize").

8) The winner will be the entrant of the first entry drawn at random from all valid and completed entries and carried out under the supervision of an independent observer on or about July 6, 2018. A potential winner will be notified by email within 14 days of the relevant draw to the email address provided in the entry. Entrants will only be notified if they win a prize. No person may win more than one prize. The prize will be dispatched by Fashercise Retail Limited and One Rebel Limited, and not by Refinery 29 Limited. If the Prize cannot be emailed to a winner, it will be promptly mailed to the address provided by the winner. Winner will be responsible for all applicable terms and conditions related to the Prize.

If a potential winner does not respond or fails to establish eligibility within 21 days of being contacted by the Promoter, the Promoter reserves the right at its absolute discretion to withdraw Prize entitlement and award the prize to a substitute winner drawn at the same time as the original. The prize is non-exchangeable, non-transferable and there is no cash alternative for the Prize. At such time, the potential winner must provide a valid ID in the form of a passport or driving licence and confirm they wish to accept the Prize. The results of the Prize Draw are final and no correspondence will be entered into. Please ensure you are available during this period in case you are a winner.

9) At the Promoter's discretion the Promoter reserves the right to substitute the Prize or any items within it for items of equivalent or greater value, if in all reasonable circumstances the Promoter or its partners are unable to offer the intended prize(s). The entitlement to the prize expires in case of failed delivery, e.g., due to wrong address.

10) Refinery 29 Limited is the Promoter of this Prize Draw and can be contacted at Refinery 29 Limited, Albert House, 256-260 Old Street, London EC1V 9DD. The list including the name and county of residence of prize winner(s) can be obtained by sending a letter within 14 days following the Prize Draw to Refinery 29 Limited and including **Refinery29 UK + One Rebel Limited & Friends Prize Draw 2018**.

11) By submitting an entry, entrants acknowledge and accept these terms and conditions and agree that the winner agrees that their name and county of residence may be released if they win a prize, and consent to any post-event publicity.

12) By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Promoter, which shall be final and binding in all respects relating to this Prize Draw; and (b) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for editorial, administrative, programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Promoter 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 Prize Draw without the prior consent of the Promoter, which it may withhold in its sole discretion.

13) By entering the Prize Draw, entrants agree that Promoter, **Fashercise Retail Limited and One Rebel Limited** will use data supplied by entrants for the purposes described below. You are providing your information to Refinery 29 Limited, Fashercise Retail Limited and One Rebel Limited, and not to ViralSweep.

Your participation in the Prize Draw is voluntary. The entity responsible for the collection and use of your personal data in the context of the Prize Draw is Refinery 29 Limited, Albert House, 256-260 Old Street, London EC1V 9DD. Your personal data, such as: first name, surname, email address, and phone number, is only processed for the purposes of participating in the Prize Draw, notifying the winner and delivering the prizes. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to legal@refinery29.uk. Your personal data is stored in the UK and the US and is not shared with third parties except for the above purposes with other members of our group including Refinery 29 Inc., Fashercise Retail Limited and One Rebel Limited in accordance with applicable law. By participating in the Prize Draw, you agree to the use of your personal data as described here. You can withdraw your consent to the above at any time, but will no longer be able to participate in the Prize Draw. In addition, if you have provided your consent to the collection and use of your personal data in connection with the Prize Draw, you consent to the use of your email address by Promoter, Fashercise Retail Limited and One Rebel Limited to send you marketing communications until you choose to opt-out or unsubscribe by following the procedures below.

For more information about Promoter's data protection practices, see Promoter's Privacy Policy: http://www.refinery29.uk/privacy

14) You can opt-out from receiving marketing communications at any time by clicking the unsubscribe link at the bottom of every email or by contacting Promoter **or** Fashercise Retail Limited or One Rebel Limited and asking to be removed from the mailing list.

15) Promoter retains sole discretion to withhold prizes without liability if in its view a winner is ineligible, the entry is invalid or a winner does not meet the necessary requirements as set out in these terms and conditions. The Promoter reserves the right to withdraw or amend the Prize Draw in the event of unforeseen circumstances or circumstances outside of its control.

16) Promoter reserves the right to suspend the Prize Draw temporarily or terminate it if the integrity of the Prize Draw is at risk.

Promoter reserves the right to vary these terms and conditions or cancel the Prize Draw at any stage in the event of circumstances arising beyond its control and where circumstances make this unavoidable but will use all reasonable endeavours to minimise the effect to entrants to avoid undue disappointment.

17) If there is any inconsistency between these terms and conditions and Promoter's normal http://www.refinery29.uk/terms-and-conditions then the terms and conditions set out here will prevail.

18) To the extent permitted by law, Promoter, Fashercise Retail Limited and One Rebel Limited exclude all liability whatsoever to entrants and the winner in relation to the Prize Draw and the prizes to be awarded.

The Promoter shall not be liable for any loss, damage or consequential damage of any nature in contract, tort (including negligence) or otherwise caused by acceptance of the terms and conditions or in connection with the prizes (except to the extent that death or any personal injury occurs as a result of the negligence of the Promoter or in the event of fraud).

19) The Prize Draw and these terms and conditions are governed by English law and are subject to the exclusive jurisdiction of the English courts.

20) This Prize Draw is in no way sponsored, endorsed or administrated by, or associated with ViralSweep. Therefore, ViralSweep shall in no case be responsible for anything in relation to or arisen from this Prize Draw and participants release ViralSweep from all liability.