

TILLYS "TELL US WHAT YOU THINK" SWEEPSTAKES OFFICIAL RULES: NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ONE ENTRY PER PERSON PER MONTH. WINNERS WILL BE NOTIFIED BY EMAIL.

VOID WHERE PROHIBITED.

1) ELIGIBILITY: Tillys "Tell Us What You Think" Sweepstakes (the "Promotion") is open to legal residents of the 50 United States and District of Columbia who are 13 years of age or older at the time of entry. Void where prohibited. Employees of World of Jeans & Tops d/b/a Tillys ("Sponsor") and its parents, affiliates, subsidiaries, retailers and advertising/ promotion/marketing agencies, as well as the immediate family (spouse, parents, siblings, children and each of their respective spouses, regardless of where they reside) and household members of each such employee, whether related or not, are not eligible to enter or win. An eligible minor should have his/her parent's or legal guardian's permission to enter the Promotion. The Promotion is governed by U.S. law and is subject to all applicable federal, state, and local laws and regulations.

2) TIMING: The Promotion is comprised of a series of monthly Promotions. Each monthly Promotion begins at 12:01 a.m. Pacific Time ("PT") on the first calendar day of that month and ends at 11:59 p.m. PT on the last calendar day of that month. Tillys may cease offering the Promotion prospectively in subsequent months by posting a notice to such effect on Tillys.com. Absent an event which impairs the integrity, administration or proper play of a monthly promotion (as discussed in Rule 10 below), however, the Promotion will NOT be cancelled by Tillys for a given month while that month's Promotion is still in progress.

3) HOW TO ENTER THE PROMOTION: 1) Visit Tillys.com/survey. Click the appropriate button, depending on whether (or not) you made a purchase at Tillys. The button selected will not affect your ability to enter the Promotion or your odds of winning a prize in the Promotion. Then, provide the various information required by the Tillys Tell Us What You Think Survey (the "Survey"), including responses to the survey questions which are truthful and reflect your honest opinions. While the Survey must be completed, the nature of your responses to the Survey questions will NOT affect your ability to enter the Promotion or your odds of winning a prize in the Promotion.

Limit one entry per person, per valid email address for each monthly Promotion. Multiple entries received in a given month from any person or email address after the first entry received from that person or email address will be void. All entries must be received by 11:59 p.m. PT on the last day of the calendar month to be eligible for that monthly Promotion. All entries become the property of Sponsor and will not be acknowledged or returned. The use of robotic, automatic, macro, programmed, or like methods for participation in the Promotion is strictly prohibited and all such entries will be void. In the event of a dispute as to who submitted any entry, the authorized account holder of the email address used to participate will be deemed to be the entrant provided he/she is eligible per these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Multiple entrants are not permitted to share the same email address. Potential winner may be required to show proof of being the authorized account holder.

4) WINNER VERIFICATION: The potential winner for a given monthly Promotion will be selected at random drawing on or about the first week of the calendar month immediately following the conclusion of that monthly Promotion. The random selection pool will consist of eligible entries received during the month of that monthly Promotion. Entries will NOT be retained for subsequent months' Promotions. Should a given individual wish to enter multiple monthly Promotions, he/she must enter each monthly Promotion separately. All decisions by the Sponsor are final and binding on all matters relating to the Promotion. Odds of winning the prize for a given monthly Promotion depends upon the number of eligible entries received for that monthly Promotion. Potential winners will be notified by email and may be required to execute and return an affidavit of eligibility/liability release/publicity release (where lawful) (the "Eligibility Documents") within five calendar days of date of issuance. In the event of noncompliance within the above stated Eligibility Documents time period (if applicable), with these Official Rules, or if the prize notification for that monthly Promotion is returned as undeliverable, prize will be forfeited and, at Sponsor's sole discretion, an alternate winner may be selected for the affected monthly Promotion.

5) PRIZES: One \$500 Tillys gift card per monthly Promotion. Gift card is redeemable in-store and online at [www.tillys.com](http://www.tillys.com). No cash value except where required by law. Gift card subject to expiration date printed on the card. Gift card usage subject to terms and conditions as indicated thereon/provided therewith. Gift card will be issued in electronic form in the prize notification email. If any winner is an eligible minor, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein. Limit of one (1) prize per person per calendar year.

6) TAXES AND EXPENSES: Winners are solely responsible for all federal, state, and local taxes and all other fees and expenses associated with prize acceptance and use. No prize substitution except by Sponsor in its sole discretion for prize of equal value.

7) CONDITIONS OF ENTRY: By participating, each entrant (and, if an eligible minor, his/her parent or legal guardian) fully and unconditionally agrees to and accept these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Promotion. By participating, entrants (and, if an eligible minor, his/her parent or legal guardian) also grant consent for Sponsor to send emails about sales, sweepstakes and special events to the email address provided. By participating, entrants (and, if an eligible minor, his/her parent or legal guardian) further agree to respond to requests from Sponsor from time to time in the future so as to determine whether or not entrant still holds the opinions set forth in his/her survey responses, without compensation. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, seeking to defraud Sponsor in conjunction with the Promotion or the operation of the Promotion or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner and void all associated entries by such individual. The failure of Sponsor to enforce any provision of these Official Rules in a given instance shall not constitute the waiver of such provision.

8) GENERAL RELEASE: By participating, the entrants (and, if eligible minors, their parents or legal guardians) agree to release and hold harmless Sponsor and their respective parent companies, affiliates, subsidiaries, divisions, suppliers, distributors, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees, and agents (collectively, "Releasees") from any claims, actions, injury, liability, loss or damage of any kind resulting from participating in the

Promotion. By accepting the prize, the winner (and, if eligible minor, his/her parents or legal guardians), agree to the use of their name, address (city/state), other indicia of persona/identity by Sponsor and its designees for advertising/publicity/trade purposes without further compensation or notice of any kind.

9) YOUR ENTRY INFORMATION & PRIVACY: Entry and related information collected by Sponsor in connection with the Sweepstakes is governed by Tillys official Privacy Policy, which can be viewed at [www.tillys.com/privacypolicy](http://www.tillys.com/privacypolicy).

10) LIMITATIONS OF LIABILITY: RELEASEES ARE NOT RESPONSIBLE FOR: (I) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE; (II) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS OR TELEPHONE OR INTERNET SERVICE; (III) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OF THE PROMOTION; (IV) LATE, LOST, STOLEN, UNDELIVERED, MISDIRECTED, DELAYED, INACCURATE, GARBLED, CORRUPTED OR INCOMPLETE ENTRIES, OR FOR ANY ELECTRONIC, COMPUTER, PRINTING, TYPOGRAPHICAL, HUMAN OR OTHER ERROR RELATING TO OR IN CONNECTION WITH THE PROMOTION, INCLUDING, WITHOUT LIMITATION, ERRORS WHICH MAY OCCUR IN CONNECTION WITH THE ADMINISTRATION OF THE PROMOTION, THE PROCESSING OF ENTRIES, THE ANNOUNCEMENT OF THE PRIZES, OR IN ANY PROMOTION-RELATED MATERIALS (INCLUDING THESE OFFICIAL RULES); OR (V) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO ENTRANT'S COMPUTER, HARDWARE, OR SOFTWARE, WHICH INJURY OR DAMAGE MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE PROMOTION. SPONSOR RESERVES THE RIGHT TO CANCEL OR MODIFY THE PROMOTION (OR ANY PORTION THEREOF) IF BUGS, VIRUS, FRAUD, TECHNICAL FAILURES OR ANY OTHER FACTOR IMPAIRS THE INTEGRITY, ADMINISTRATION OR PROPER PLAY OF THE PROMOTION (OR PORTION THEREOF), AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION. IN SUCH EVENT, SPONSOR RESERVES THE RIGHT TO AWARD THE PRIZE FOR ANY AFFECTED MONTHLY PROMOTION IN A RANDOM SELECTION FROM AMONG ALL ELIGIBLE, NONSUSPECT ENTRIES RECEIVED UP TO THE TIME OF THE IMPAIRMENT. NOTICE OF SUCH ACTION BY SPONSOR WILL BE POSTED ON TILLYS.COM.

11) DISPUTES: Except where prohibited, entrant (and, if an eligible minor, his/her parent or legal guardian) agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California, with any right of change of venue, *forum nonconveniens* or the like being waived; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Promotion, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs or expenses; and (c) entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California.

12) RULES/WINNERS' LIST: For the name of the winner for any monthly Promotion, available 30 days after the end of such monthly Promotion, or for an additional copy of these Official Rules, mail a self-

addressed stamped envelope to: Tillys Tell Us What You Think Sweepstakes, 10 Whatney, Irvine, CA 92618. Please specify "Rules" or "Winners' List". If requesting the Winners' List, please specify for which monthly Promotion. Requests must be received within 60 days of the end of the monthly Promotion requested. You may also view these Official Rules at [Tillys.com](http://Tillys.com).

13) SPONSOR: World of Jeans & Tops, Inc. d/b/a Tillys, 10 Whatney, Irvine, CA 92618.