

## TALBOTS SURVEY SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN THE PROMOTION. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING THE PROMOTION. ODDS OF WINNING DEPEND ON NUMBER OF QUALIFIED ENTRIES RECEIVED.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA WHO, AS OF TIME OF ENTRY, ARE 18 YEARS OR OLDER.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Talbots Survey Sweepstakes ("Promotion") is sponsored by Talbots, One Talbots Drive, Hingham, MA 02043 ("Sponsor").

- 1. PROMOTION PERIOD:** The Promotion starts May 18<sup>st</sup>, 2015 at 12:00 AM Eastern Time ("ET") and ends on January 31<sup>st</sup>, 2016 at 11:59:59 PM ET ("Promotion Period"). During the Promotion Period, there will be nine (9) "Periodic Drawing Periods" as set forth in Section 4 of these Official Rules. The Promotion is subject to all applicable federal, state, provincial, territorial, and local laws and regulations. The Administrator's computer is the official Promotion Period clock.
- 2. ELIGIBILITY:** The Promotion is open only to legal residents who are physically residing in the 50 United States or the District of Columbia and who are at least eighteen (18) years of age or older as of the date of entry. Void in the United States territories and possessions, elsewhere and where prohibited or restricted by law. Officers, directors, and employees of the Sponsor, ForeSee Results, Inc., Administrator and their respective parent, subsidiary, and affiliate companies, and any other entity involved in the development, administration, promotion, or implementation of the Promotion (the "Promotion Entities"), and members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Promotion. Participation constitutes entrant's ("Entrant") full and unconditional agreement to these Official Rules as well as Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. METHODS OF ENTRY:** An eligible Entrant may enter using one (1) of two (2) methods of entry:
  - A. Entry Method 1:** Upon completing a transaction at a participating Talbot's store, the customer will receive an invitation to participate in a survey (the "Survey"). This invitation will be printed on the register receipt. The customer must log on to the website URL stated on the receipt and complete the Survey within seven (7) calendar days from the date of purchase. After completing the Survey, the customer will be asked if he/she wishes to enter the Promotion. If the customer is an eligible Entrant and wishes to participate in the Promotion, he/she must then enter the following information: his/her complete first and last name (no initials), valid e-mail address, complete street mailing address (no P.O. Box), ZIP/Postal Code, telephone number and age. After entering this information, the Entrant must click the submit button and he/she will be entered into the Promotion. Limit one (1) Entry per receipt. Entrants will have seven (7) calendar days from the date of purchase to enter the Promotion.
  - B. Entry Method 2:** This entry method is for those who have not made a purchase, and/or do not want to complete the survey. Under this method of entry, during the Promotion Period, the individual may visit

<https://survey.foreseeresults.com/store/controller?id=6da73ac5&locale=en&flow=SS> and follow the steps to enter the Promotion, including providing the registration information requested above.

**LIMIT:** Regardless of the method of entry used to enter the Promotion, an Entrant may only enter the Promotion once per calendar day during the Promotion Period. A calendar day starts at 12:00 AM ET (midnight) and ends at 11:59:59 PM ET each day during the Promotion Period. The entry date will be the date that the Entrant either (i) completes the Survey and submits the Entry following the Survey or (ii) submits an Entry using the alternative method of entry (Entry Method 2) and is thereby entered into the Promotion.

To be eligible for a Prize, the Entrant must comply with the Official Rules. Each Entrant must be the authorized account holder of a valid e-mail account. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, non-deliverable for any reason, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an Entrant, the authorized account holder of the e-mail identified in the Entry will be deemed to be the Entrant. "Authorized account holder" is defined as the person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry constitutes permission (except where prohibited by law) to use Entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, unless otherwise prohibited by law.

**4. PERIODIC SWEEPSTAKES DRAWING PERIOD:** On or about each of the Random Drawing Dates below, Administrator will randomly draw one (1) winner ("Winner") from among all eligible entries received in the corresponding Periodic Drawing Period noted below. The Winner will be deemed a potential Winner pending verification of eligibility and compliance with these Official Rules. **Entries will not be carried over from one Periodic Drawing Period to the next Periodic Drawing Period.**

<b>Periodic Drawing Period</b>	<b>Start Date (at 12:00 AM ET)</b>	<b>End Date (at 11:59:59 PM ET)</b>	<b>Random Drawing Date (on or about)</b>	<b>Notification Date (on or about)</b>
1	May 18, 2015	May 31, 2015	June 10, 2015	June 22, 2015
2	June 1, 2015	June 30, 2015	July 13, 2015	July 20, 2015
3	July 1, 2015	July 31, 2015	August 10, 2015	August 20, 2015
4	August 1, 2015	August 31, 2015	September 10, 2015	September 18, 2015
5	September 1, 2015	September 30, 2015	October 9, 2015	October 20, 2015
6	October 1, 2015	October 31, 2015	November 10, 2015	November 20, 2015
7	November 1, 2015	November 30, 2015	December 10, 2015	December 21, 2015
8	December 1, 2015	December 31, 2015	January 11, 2016	January 20, 2016
9	January 1, 2016	January 31, 2016	February 10, 2016	February 19, 2016

**\*Purchase must be made in-store by January 31, 2016, but customers will still have seven (7) calendar days after the date of purchase to enter the Promotion. For example, a customer who has made a purchase on January 31, 2016 will have until February 7, 2016 to complete the survey.**

**5. PRIZES, APPROXIMATE RETAIL VALUE, AND ODDS OF WINNING:**

- A. Prizes (1 per Periodic Drawing Period):** The Winner will receive a \$1000 Talbots Gift Card. Usable up to balance only to purchase merchandise at any Talbots store, online at talbots.com or by calling 1-800-825-2687. Not redeemable for payment on a Talbots Credit Account. Not redeemable for cash except as required by law. Not a credit or debit card. Not reloadable. Safeguard the card. It will not be replaced or replenished if lost, stolen, damaged, destroyed or used without authorization. Purchase, use or acceptance of card constitutes acceptance of these terms. For balance inquires, see a Store Associate at your nearest Talbots store, call 1-888-825-2687 or visit talbots.com.
- B. Total ARV:** The total ARV of each Prize available in a Periodic Drawing is USD \$1,000. One Prize will be awarded during each Periodic Drawing Period, for a total of nine (9) Prizes.
- C. Odds of Winning:** The odds of winning a Prize depend on the number of eligible entries received during each Periodic Drawing Period.
- D. General Prize Conditions:** Limit one (1) Prize per household during the entire Promotion Period. The right to receive a Prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. Each Winner will be solely responsible for any and all federal, state, provincial, territorial, and/or local taxes imposed on the acceptance of the Prize. All other costs and expenses not expressly set forth herein shall be solely the Winner's responsibility.
- 6. WINNER NOTIFICATION AND FULFILLMENT:** Potential Winners will be notified by the Administrator on or about the dates set forth in Section 4 of these Official Rules by e-mail using the contact information provided at the time of entry ("Notification"). The Notification will include further instructions on how a Winner may claim his/her Prize. Potential Winners must respond to the Administrator within three (3) calendar days from the date the Notification is sent or the Prize may be forfeited, in Sponsor's sole discretion. If a potential Winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize, does not respond to the Notification within three (3) calendar days, or if the Prize is returned as undeliverable, the Prize may be forfeited, in Sponsor's sole discretion.

If a potential Winner is ineligible for any reason, then the potential Winner will be disqualified and an alternate Winner may be selected. Federal, state, provincial, territorial and local taxes imposed on Prizes are the sole responsibility of the Winner. Where applicable, U.S. federal regulations require the issuance of a 1099 Form to the Winner of any prize in excess of \$600. Sponsor will attempt to fulfill Prizes within 2 to 4 weeks from the date the Prize is claimed by a verified Winner. Sponsor is not responsible for a Winner's privacy or spam filter settings which may divert any Promotion e-mail, including the Notification e-mail or Prize e-mail to a spam or junk folder. Promotion Entities shall not be held responsible for any delays in awarding a Prize for any reason. Each Prize will only be awarded to a verified winner.

**7. CONDITIONS:** By entering the Promotion, each Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators (a) to release, indemnify and hold harmless Promotion Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any and all liability, illness, injury, death, loss, litigation, or damage arising out of, directly or indirectly, whether caused by negligence or not, such Entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of the Prize or any portion thereof, or any claims based on publicity rights, defamation or invasion of privacy, copyright infringement, trademark infringement or infringement of any other intellectual property right; (b) to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) to the use by Released Parties of Entrant's

name, voice, image, likeness, testimonials, biographical information and/or prize information for publicity, promotional, advertising and/or any other commercial purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval unless prohibited by law, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion in Sponsor's sole discretion.

**8. LIMITATION OF LIABILITY:** Promotion Entities are not responsible for, and shall be indemnified by the Winner against, any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of the Prize. Void where prohibited. IN NO EVENT WILL THE PROMOTION ENTITIES, THEIR AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

**PRIVACY:** Each Entrant agrees that personal data, including but not limited to, name, mailing address, telephone number, and e-mail address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Promotion. Further, this data may also be used by Sponsor to verify an Entrant's identity, postal address and telephone number in the event an Entrant qualifies for any Prize as well as to deliver the applicable Prize and to fulfill Sponsor's tax reporting obligations, in accordance with Sponsor's privacy policies at:

[http://www.talbots.com/online/customerservice/customer\\_service\\_privacy\\_policy.jsp](http://www.talbots.com/online/customerservice/customer_service_privacy_policy.jsp). If an Entrant does not provide the required data when requested, that entry will be ineligible for any Prize.

**9. ADDITIONAL TERMS:** Sponsor reserves the right to permanently disqualify from any promotion any person it believes has intentionally violated these Official Rules. Any attempt to deliberately damage the Promotion or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other acts outside the reasonable control of Sponsor will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to Entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Promotion. Promotion Entities are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic (including but not limited to programming) error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, illegible or returned.

In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. Sponsor may prohibit any Entrant or potential Entrant from participating in the Promotion, if such Entrant or potential Entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Sponsor, or Sponsor's agents or representatives, including but not limited to the Promotion Entities; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion)

**10. DISPUTES:** Any dispute relating to the Promotion (including, without limitation, a dispute as to whether an Entrant has complied with all of these Official Rules) shall be resolved

**by the Sponsor, in its sole and absolute discretion, and the decision of the Sponsor shall be final and binding in all respects.**

- 11. WINNER ANNOUNCEMENT:** For the name of the Winners, send a self-addressed, stamped business size envelope to: Talbots Survey Sweepstakes, Store Operations, One Talbots Drive, Hingham MA 02043. Requests must be received by March 1, 2016.