

Free People #GirlsDreamBigSweeps!

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA) WHO ARE 18 YEARS OLD (19 YEARS OF AGE IN ALABAMA OR NEBRASKA, 21 YEARS OF AGE IN MISSISSIPPI) OR OLDER, AS OF DATE OF ENTRY, AND TO LEGAL RESIDENTS OF CANADA (WITH THE EXCEPTION OF QUEBEC), WHO ARE OF THE AGE OF MAJORITY IN THEIR PROVINCE/TERRITORY OF RESIDENCE. VOID IN PUERTO RICO, OUTSIDE THE UNITED STATES AND CANADA, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. HOW TO ENTER: "#GirlsDreamBig" ("Sweepstakes") starts at 9:00 A.M., ET on 11/11/17 and ends at 9:00 A.M., ET on 11/29/17 ("Sweepstakes Period"). To enter, write advice to your thirteen year old self on a Post-It, upload a photo of the written advice to Instagram using the hashtag #GirlsDreamBig and tag @freepeople during the Sweepstakes Period. All entries must be received by 12:00 A.M., ET on 11/29/17 . Entry Limit: Only (1) entry will be permitted per valid Instagram account and per person. All entries become property of Free People of PA LLC ("Sponsor"). Sponsor's computer is the official time keeping device for this Sweepstakes.

2. PRIZES & ODDS OF WINNING:

Grand Prize: One (1) Grand Prize consisting of a trip to NYC for the winner and a friend for a volunteer day with Free People and Girls Inc. including one night in an NYC hotel, travel (roundtrip airfare), and two Free People beauty gift boxes, for the Winner, will be awarded. Each Grand Prize includes the following:

- One night in an NYC hotel (of up to \$400)
- Travel (roundtrip airfare cost of up to \$1,000)
- Two Free People beauty gift boxes (of up to \$80)
- One Volunteer day with Free People and Girls Inc.

Maximum Approximate Retail Value ("ARV") of each Grand Prize: \$1,560.00 USD.

First Prize: Five First Prizes consisting of Free People beauty gift boxes for the Winner, will be awarded. Each First Prize includes the following:

- Two Free People beauty gift boxes (of up to \$80)

Maximum Approximate Retail Value ("ARV") of each First Prize: \$80.00 USD.

TOTAL ARV OF ALL PRIZES TO BE AWARDED: One thousand, one hundred and forty US dollars (\$1,960). **NOTE:** Regardless of Prize won, prizes are not redeemable for cash, transferable or substitutable, except that any prize is substitutable by Sponsor for a prize of equal or greater value. All federal, state, provincial, territorial and local taxes and other costs related to acceptance and use of prizes not specifically stated herein are the responsibility of each Winner. Limit: One (1) Prize per person or household address. Odds of winning depend on number of eligible entries received. No more than the stated number of prizes will be awarded.

3. RANDOM DRAWING: On or about 11/30/17 the names of the potential winners will be selected in a random drawing, conducted by Sponsor, from among all the eligible entries received. Potential winners will be notified by Instagram account or email on or about 11/30/17. The potential Grand Prize Winner and First Prize Winners may be required, at the sole discretion of the Sponsor, to sign and return an Affidavit of Eligibility/Compliance (including her/his Social Security Number as required by law for income tax purposes) and a Publicity/Liability Release, except where prohibited by law. Failure to sign and return these documents by the return date specified in the prize notification letter may result in forfeiture of the Grand Prize or First Prize, as the case may be, and selection of an alternate potential Grand Prize Winner and/or First Prize Winner. Only [3] alternate winners will be chosen, after which any remaining prizes will remain un-awarded.

FOR CANADIAN RESIDENTS: In the event that any potential winner is a resident of Canada, that potential winner will be required to correctly answer a time-limited arithmetical skill-testing question in order to be eligible to receive a Prize.

4. ELIGIBILITY: Sweepstakes is open only to legal residents of the 50 United States, (including the District of Columbia) who are 18 years of age (19 years of age in Alabama or Nebraska, 21 years of age in Mississippi) or older as of date of entry, and to legal residents of Canada (with the exception of Quebec) who of the age of majority in their province/territory of residence. Officers, directors, and employees (including members of their household or their immediate family members, *i.e.*, parent, spouse, child or sibling and persons residing with them) of Sponsor and their parent companies, subsidiaries, affiliated companies, distributors, advertising/promotion and/or fulfillment agencies and all other companies or entities associated with the Sweepstakes (hereinafter collectively referred to as "Sponsor, et al.") are not eligible to participate. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

5. GENERAL CONDITIONS: By entering the Sweepstakes, entrants agree to be bound by these Official Rules. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Any person who attempts to enter with multiple Instagram account addresses, under multiple identities or uses any other device or artifice to enter multiple times or to interfere with the proper play of this Sweepstakes, will be disqualified from participation in the Sweepstakes and all previous entries will be voided. Multiple participants are not permitted to share the same account address. In the event of a dispute as to the identity of a Winner based on an account

address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the Prize. Entries specifying an invalid, non-working, or inactive account will be disqualified and ineligible to win.

If in the judgment of Sponsor, the Sweepstakes is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor, which corrupts the administration, security, fairness or proper play of the Sweepstakes, or if for any other reason the Sweepstakes cannot be run as planned, Sponsor reserves the right, in its sole discretion to void any suspect entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) discontinue, suspend or terminate the Sweepstakes (or any portion thereof) . In the event of any discontinuation, suspension or termination, the potential winner(s) will be determined from among all eligible, non-suspect entries received to date, in a random drawing to be conducted following the discontinuation, suspension or termination.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Persons found tampering with or abusing any aspect of this Sweepstakes, as solely determined by Sponsor, will be disqualified and may be subject to prosecution.

6. PUBLICITY: EXCEPT WHERE PROHIBITED BY LAW, BY ACCEPTING A PRIZE, EACH WINNER GRANTS SPONSOR THE RIGHT AND PERMISSION (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, HIS/HER INDIVIDUAL NAME, ADDRESS, PHOTOGRAPH, AND LIKENESS, FOR ADVERTISING TRADE, AND SWEEPSTAKESAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST), SWEEPSTAKES AND FOR ANY OTHER SUCH PURPOSES AS SPONSOR SO DETERMINES, IN ANY AND ALL MEDIA WORLDWIDE WITHOUT LIMITATION, WITHOUT FURTHER COMPENSATION OR PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED.

7. RELEASE AND LIMITATIONS OF LIABILITY: By participating in this Sweepstakes, entrants agree that Sponsor and their parents, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, web site providers and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for, and shall be held harmless against: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected entries or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic; (3) illegible, unintelligible, late, lost or stolen entries or incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human errors which may occur in the processing of any entries in this Sweepstakes; (4) unauthorized human intervention in any part of the entry process or the Sweepstakes; (5) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY (including use of the website associated with this Sweepstakes), OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. DISPUTES. The interpretation of these Official Rules shall be governed by the laws of the Commonwealth of Pennsylvania. Any and all disputes will be resolved individually, and without resort to class action, in the appropriate courts in the

Commonwealth of Pennsylvania exclusively, and subject to the Commonwealth of Pennsylvania. Should there be a conflict between the laws of the Commonwealth and any other laws, the conflict will be resolved in favor of the laws of the Commonwealth of Pennsylvania.

9. WINNERS LIST: To obtain the names of the Winners, send a self-addressed stamped envelope, by 12/15/17, to: “#GirlsDreamBig” Administrator Free People of PA LLC, 5000 S. Broad St., Philadelphia, PA 19112-1495.

10. PRIVACY: Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor and used by Sponsor, and their affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at www.freepeople.com.

SPONSOR: Free People of PA LLC, 5000 S Broad St. Philadelphia, PA 19112-1495.

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