

## **Official Rules for the CollegeFashionista #GuruGang Contest**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. INTERNET ACCESS AND A VALID E-MAIL ADDRESS ARE REQUIRED.**

**CONTEST is open only to legal residents of the 50 states of the United States or the District of Columbia, who are 18 or over as of date of entry.** Employees, officers and directors and their immediate family members (parents, children, siblings, spouse) wherever they may live and others living in their same household (whether related or not) of CollegeFashionista LLC (“Sponsor”), its subsidiaries, affiliates and its advertising, promotion or production agencies are not eligible. Void where prohibited by law. Void in Puerto Rico and other U.S. Territories and Possessions and where prohibited.

**By participating, entrants accept and agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects and not subject to appeal.**

### **1. CONTEST SCHEDULE.**

**The contest begins on or about June 8, 2016 at 02:00:01 a.m. Eastern Daylight Time (“EDT”) and ends on June 22, 2016 at 10:00:00 p.m. EDT.**

### **2. HOW TO ENTER:**

a. Before entering the Contest, the “Photos Are Private” option in your Instagram account settings must be set to “OFF”. During the Entry Period, (i) pick one of your original photos of how you and your friends celebrate your friendship; (ii) follow the online instructions to upload your photo to Instagram; and (iii) tag your photo with the hashtags and #GuruGang as well as mention the handle @CFashionista. You may enter as many photos as you like as long as each photo is different. Photos must be uploaded in accordance with the Instagram Terms of Use (<http://instagram.com/about/legal/terms/>). Each uploaded photo will be counted as one (1) “Entry” and is subject to the requirements outlined below. All Entries must be complete and received before the end of the Entry Period to be eligible for the prize drawing. Entries may only be submitted by a single registered Instagram user, group submissions are not permissible. Multiple entrants are not permitted to share the same Device or email address. Use of computer programs and/or other automated devices to enter the Contest is prohibited. Normal internet access and device usage charges imposed by your on-line service will apply.

**Entry Requirements: ANY ENTRY DEEMED INAPPROPRIATE OR UNSUITABLE, IN SPONSOR’S SOLE DISCRETION, WILL BE DISQUALIFIED.**

- Entries must be the original work of entrant
- Entries must not been previously published or won a award or prize of any kind
- Entrant may be, but is not required to be, depicted in the Entry photo

- Entries must not contain material that is inappropriate, indecent, contain profanity, nudity, sexual content; hateful content of any kind; content that promotes violence or harm to another living creature; or any other offensive content (as determined by Sponsor in its sole discretion)
- Entries must not contain material that promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or promotes any activities that may appear unsafe or dangerous
- Entries must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Entries must not contain advertisements, personal solicitations or commercial solicitations; or promote any political agenda or party
- Entries must not include any trademarks, logos, or copyrighted materials, other than Sponsor related materials, or advertise or promote any brand or product owned by any entity other than Sponsor
- Entries must not contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without express written permission from the person or persons (or their estate) depicted in the Entry
- Entries must be in keeping with Sponsor's image and not contain any material that could reflect negatively on the name, reputation, or goodwill of Sponsor, its subsidiaries or affiliates
- Entries must not violate or encourage the violation of any law, rule or regulation

### **3. WINNER SELECTION.**

Entries will be judged by representatives of Sponsor. One Winner from all eligible entries on or about June 23, 2016 (the "Selection Date"). The Winner will be selected among all eligible Entries received to win the grand prize based on the following criteria:

- Style and creativity- 40%
- Relevancy to and incorporation of fall - 30%
- Photo clarity and quality- 30%

Any potential winner will be notified by email. If a potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Promotion.

### **4. PRIZE/ODDS OF WINNING.**

**Grand Prize (1) – One (1)** winning photo will be selected in total. Each person represented in the photo will each receive a \$100 (one hundred dollar) gift card to a store of her or his choice.

**Odds of winning depend on the total number of eligible entries received.**

#### **5. PRIZE CONDITIONS.**

Prize must be accepted in its entirety or not at all. Expenses and incidentals not mentioned herein as well as all taxes on prize are winner's sole responsibility. Grand Prize Winner will receive an IRS 1099 Tax Form reflecting the fair market value of the Grand Prize. No prize substitution, except by Sponsor, in its sole discretion, if advertised prize is unavailable for any reason and only then for prize of equal or greater value. No prize transfer.

#### **6. ADDITIONAL CONDITIONS OF PARTICIPATION.**

By accepting prize, except where prohibited by law, winner agrees to the use of his/her name, address (city, state), likeness, voice, photograph and/or other indicia of persona for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice. **By participating, you indemnify, release and agree to hold harmless CollegeFashionista, LLC, its subsidiaries, affiliates, suppliers, and its advertising, promotion or production agencies and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, as well as Facebook, Inc., and Instagram, Inc., from any and all liability arising from participating in the Contest, any Contest-related activity and/or acceptance, receipt, possession or use/misuse of the prize.** Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering (or attempting to tamper) with the entry process or the operation of the Contest or any web site; to be acting in violation of the Official Rules or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The preceding in no way precludes Sponsor from taking additional measures as permitted by law so as to protect its rights.

#### **7. LIMITATIONS OF LIABILITY.**

Sponsor and its agencies assume no responsibility for (a) any incomplete, incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site and/or entries; or (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail or other electronic transmission on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof (including but not limited to any filtering by Instagram, Inc. or Facebook, Inc.), or for injury or damage to entrant's or any other person's computer (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in the Contest. Sponsor and its agencies are also not responsible for late, lost, illegible/garbled, inaccessible, corrupted, incomplete, damaged or misdirected entries. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision.

**8. FORCE MAJEURE.**

If, for any reason, the Contest (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and conduct the Contest and select the prize winner in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the CollegeFashionista Facebook page.

**9. DISPUTE RESOLUTION/GOVERNING LAW/WAIVER OF JURY TRIAL:**

**To the fullest extent permitted by law, by participating in the Contest, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any entrant and/or CollegeFashionista, LLC, shall be filed exclusively in the federal or state courts of the State of Illinois, County of Lake, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, AND ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED, (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any entrant and/or CollegeFashionista, LLC, shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with participating in this Contest but in no event attorneys' fees; and (d) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses (if any), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and/or CollegeFashionista, LLC, shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect or regard to any principles or doctrines of conflicts of law/choice of law of the State of Illinois.**

**10. WINNER LIST.**

For a list containing the names of the winners, send a self-addressed stamped envelope, within six (6) months of the Drawing Date, to: Winner List, CollegeFashionista #GuruGang Contest 1175 Corporate Woods Parkway Suite 280 Vernon Hills, IL 60061

**11. SPONSORSHIP.**

This Promotion is sponsored solely by  
CollegeFashionista, LLC  
1175 Corporate Woods Parkway

Suite 280  
Vernon Hills, IL 60061 (the "Sponsor").