

Talbots Ultimate Summer Bucket List Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. If you request the Sweepstakes URL via text-messaging, you will receive one (1) text message in response from an automated system. **Message and data rates may apply.** Text **STOP** to 89074 to opt out. Text **HELP** to 89074 for information. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: Talbots Ultimate Summer Bucket List Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia) and Canada (excluding Quebec), who are at least twenty-one (21) years old at the time of entry. Employees and associates of The Talbots, Inc. ("Talbots" or "Sponsor"), HelloWorld, Inc. ("HelloWorld" or "Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Retirees and corporate accounts of Talbots and its affiliates are also not eligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations and is void in Quebec and where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential winner's eligibility and compliance with these Official Rules. Due to the nature of the prizes offered, if a background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified.

2. Sponsor: The Talbots, Inc., 1 Talbots Dr., Hingham, MA 02043 U.S.A. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A.

3. Timing: The Sweepstakes begins on April 22, 2019 at 12:00 a.m. United States Eastern Time ("ET") and ends on June 30, 2019 at 11:59 p.m. ET (the "Promotion Period"). There are five (5) different trip prizes (each a "Trip Prize") available. Entry into drawing for each Trip Prize is only available during specific dates, as outlined in the table below:

Trip Prize	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Approximate Drawing Date
Trip to NYC & cooking Class With Carla Hall Prize	April 22, 2019	May 5, 2019	May 6, 2019
Summer Weekend On Nantucket Island & Lunch with Nancy Thayer Prize	April 22, 2019	May 19, 2019	May 20, 2019
Best of Napa Valley Prize	April 22, 2019	June 2, 2019	June 3, 2019
Trip to NYC, Talbots Shopping Spree and Talbots Studio Photo Shoot Prize	April 22, 2019	June 16, 2019	June 17, 2019

Trip to NYC and Lerner & Loewe's My Fair Lady at the Lincoln Center Theater Prize	April 22, 2019	June 30, 2019	July 1, 2019
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Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, either text "TALBOTS" to 89074* to receive the Sweepstakes URL via text message, or simply visit TalbotsSummerBucketList.com, and follow the links and instructions to complete and submit the registration form, including a valid email address. Then, follow the links and instructions to select the available Trip Prize you would most like to win. You automatically will receive one (1) Sweepstakes entry into the drawing for the Trip Prize you selected.

*If you request the Sweepstakes URL via text-messaging, you will receive one (1) text message in response to your request from an automated system. **Message and data rates may apply.** Text **STOP** to 89074 to opt out. Text **HELP** for information. Send questions to questions@helloworldfulfillment.com. Participating carriers include: T-Mobile, AT&T, Verizon Wireless, Sprint, DTC Wireless (Advantage Cellular Systems), US Cellular Corp, Boost Mobile, Cricket/Leap, Virgin Mobile USA, Iowa Wireless (iWireless), Metro PCS, ACS Wireless, West Central Cellular, NTELOS, TextMe Wireless, Bluegrass Cellular, Plateau Wireless, AWCC, Cincinnati Bell, Cellular South d.b.a. C Spire, Carolina West Wireless (Interop), Appalachian Wireless, Immix Wireless/Keystone Wireless, Cellcom (migrated to Interop), Cellular One of East Central / ECIT (East Central Illinois), GCI / Alaska Digitel, Inland Cellular, Illinois Valley, Nex-Tech, United Wireless, Chat Mobility, NW Missouri Cellular, Cablevision, NE Cellular One of PA, Element Wireless, MTPCS (Cellular One, CellOne Nation), Thumb Cellular, Viaero Wireless, AIO Jasper, PTCI (Panhandle Wireless), Flat Wireless, Union Wireless, Copper Valley, SouthernLINC Wireless, SRT Wireless, Mid-Rivers Communications (aka Cable & Cellular Communications, LLC), ASTAC, Cordova Wireless, Pine Belt Cellular, Standing Rock, ShellComm, Cross Wireless, IT&E, James Valley Cellular, MobileNation/SI Wireless, MTA, Duet IP, Mobi PCS, Peoples Wireless, Epic Touch, Mosaic, Pioneer Cellular, UBET, South Central Utah, Gold Star Communications, All West Communications, Farmers Mutual Telephone, CTC Telecom, Eagle Telephone System, Nucla-Naturita Tel, Syringa Wireless, Manti Tel, Pine Cellular, Republic Wireless (aka Bandwidth), Google Voice, Chariton Valley Wireless, Nemont Sagebrush Cellular, Leaco Rural Telephone Coope, CellularOne (of North East Arizona), Enflick Inc, Layered Communications, Custer Telephone, Triangle Wireless, Brightlink, Inteliquent, Atlantic Tele/Choice, Blue Wireless, Digital Communications Consulting (DCC), Bell Mobility, Microcell Connexions / Fido, Telus Mobility, Rogers Cantel Inc, Sasktel Mobility, Aliant Telecom, Northern Telephone, MTS, Virgin Mobile Canada, Telebec, Videotron, Mobilicity (DAVE Wireless), Public Mobile, Wind Canada, EastLink, Lynx Mobility, and Fibernetics (ClearSky). Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, visit <https://www.talbots.com/privacy-policy.html#policy11>. To view Administrator's Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>, and to view its Privacy Policy, visit <https://www.helloworld.com/privacy-policy.html>.

Limit: Each entrant may enter one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being the authorized account holder.

5. Prize Drawings: Administrator is an independent judging organization, and the decisions of Administrator and Sponsor as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. In the event of a

conflict between the decisions of Administrator and the decisions of Sponsor, the decisions of Sponsor shall govern. Administrator will randomly select the potential Sweepstakes winners from all eligible entries for each respective Trip Prize received, on or around the dates listed in Section 3 above. The potential winners will be notified by email or phone. Except where prohibited, each potential winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), including consent to agree to a confidential background check, which must be received by Administrator within two (2) days of the date notice or attempted notice is sent, in order to claim his/her prize. If the background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential winner. If any potential winner is a Canadian resident he/she will be required to answer a time limited skill testing question without assistance, in order to be eligible to receive a prize. If any potential winner is a U.S. resident, he/she will be required to complete IRS Form W-9. If any potential winner is a Canadian resident, he/she will be required to complete IRS Form W-8BEN. Receiving a prize is contingent upon compliance with these Official Rules. If a potential winner cannot be contacted, fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), fails to answer the skill-testing question correctly (if applicable), or prize notification is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, time permitting, after which the prize will remain un-awarded.

6. Prizes:

ONE (1) COOKING CLASS WITH CARLA HALL PRIZE: A trip for two (2) to New York, NY. Winner must travel on the dates determined by Sponsor in its sole discretion, which will be sometime in June or July 2019, or prize will be forfeited. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to New York, NY; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); two (2) hour cooking class for two (2) with Carla Hall at a private location (all details determined by Sponsor in its sole discretion), \$250 USD Talbots gift card (terms and conditions apply); \$800 USD spending money; and travel agent services. Approximate Retail Value ("ARV"): \$15,950 USD.

ONE (1) TALBOTS STUDIO PHOTO SHOOT PRIZE: A trip for two (2) to New York, NY. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to New York, NY; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); tour of Talbots NYC Design Studio, \$1,000 USD Shopping Spree at Talbots with Style Ambassador at Talbots Madison Ave Flagship Store, two (2) hour photo shoot for two (2), including hair, makeup and photos with Talbots photographer; \$800 USD spending money; and travel agent services. ARV: \$9,950 USD.

ONE (1) BEST OF NAPA VALLEY PRIZE: A trip for two (2) to San Francisco, CA from Thursday, 7/25/19 – Sunday 7/28/19. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Napa Valley, CA; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); \$500 allowance for spa treatment at Senza; private culinary and wine tour for two (2); \$250 Talbots gift card (terms and conditions apply); a \$1,000 USD allowance for full-size rental car for length of stay; \$500 USD spending money; and travel agent services. ARV: \$7,405 USD.

ONE (1) LERNER & LOEWE'S MY FAIR LADY AT LINCOLN CENTER THEATER PRIZE: A trip for two (2) to New York, NY from Tuesday, 8/20/19 to Friday, 8/23/19. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to New York, NY; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); two (2) tickets and \$50 merchandise credit to Lerner & Loewe's My Fair Lady at the Lincoln Center Theater; \$250 Talbots gift card (terms and conditions apply), experiential dinner for two (2) in Rainbow Room's Private Dining Room and tour of kitchen (time and date

determined by Sponsor in its sole discretion); \$800 USD spending money; and travel agent services. ARV: \$9,604 USD.

ONE (1) SUMMER WEEKEND ON NANTUCKET ISLAND PRIZE: A trip for two (2) to Nantucket Island, MA from Thursday, 7/18/19 – Sunday, 7/21/19. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Nantucket Island, MA; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); two (2) hour lunch with Nancy Thayer on Saturday, July 20, 2019 at a restaurant determined by Sponsor (all details determined by Sponsor in its sole discretion); one (1) copy of each of Nancy Thayer's books; \$250 Talbots gift card (terms and conditions apply); a \$1,000 USD allowance for full-size rental car for length of stay; \$500 USD spending money; and travel agent services. ARV: \$7,640 USD.

For Each Trip Prize: If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companion must be twenty-one (21) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

For All Prizes: Each winner may be required to agree that Sponsor and/or respective agents will be taking video or photographs and/or otherwise record aspects of the winners' redemption of the prize. Winner agrees that Sponsor shall own the prize footage and that Sponsor, and respective designees, assigns and licensees shall have the right to edit, exploit, adapt, distribute, post, create derivative works of, and otherwise use the prize footage, in whole or in part, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received for each Trip Prize. Limit: of one (1) prize per person. Total ARV for all prizes: \$50,549 USD.

U.S. Taxation: If a winner is a resident of the United States, they will receive an IRS form 1099 and will be responsible for all taxes associated with acceptance of the prize. If a winner is not a resident of the United States, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the US taxing authority IRS (the United States tax agency) as required by law and winner will receive a U.S tax form 1042 from the Administrator reflecting the total value of the prize, including the gross up amount and the withholding amount submitted to the IRS will be noted separately.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, prize footage, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (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 malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; 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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and

you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan. This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

12. Entrant's Personal Information: Information collected from entrants is subject to HelloWorld's Privacy Policy (<http://www.helloworld.com/privacy-policy>) and Sponsor's Privacy Policy (<https://www.talbots.com/privacy-policy.html>).

13. Winner List: For a winner list, visit <https://bit.ly/2Uc765h>. The winner list will be posted after winner confirmation is complete.

15. Promotion Emails: By participating in the Promotion, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email.

16. Managing your Email Preferences: Visit talbots.com/email and manage your email preferences, including unsubscribing.

17. Name Removal Notification System: If you would like your name removed from Sponsor's mailing list call 1-800-825-2687 and your name will be removed within 60 days of the request.