

**TO MOM, LOVE TRUNK CLUB SWEEPSTAKES 2017**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM THE PRIZE.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY.**

**VOID IN ALASKA, HAWAII, PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The To Mom, Love Trunk Club Sweepstakes 2017 (“Sweepstakes”) is sponsored by Trunk Club, Inc. (“Sponsor”), 325 West Ohio Street, Chicago, IL 60654.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on April 13, 2017 at 9:00 AM Central Time (“CT”) and ends on May 10, 2017, at 11:59:59 PM CT (“Sweepstakes Period”). The Administrator’s computer is the Sweepstakes’ official clock.
  
- 2. ELIGIBILITY:** This Sweepstakes is offered only to legal residents of the forty eight (48) contiguous United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers, directors and agents of Sponsor, the third party responsible for the administration of this Sweepstakes (“Administrator”), and each of their affiliates, subsidiaries, suppliers, advertising, promotion and internet agencies (collectively, “Sweepstakes Entities”) and their immediate family members and/or those living in the same household of each (whether related or not) are not eligible. Void in Alaska, Hawaii, Puerto Rico, and where prohibited or restricted by law. All federal, state and local laws and regulations apply.

To participate in the Sweepstakes, an eligible entrant must already have or create a public account on Instagram (i.e., if an entrant’s Instagram account is private, the Entrant’s entries may not be received). Entrants may create an Instagram account at no cost by downloading it through the application store on his/her mobile device. Use of Instagram will be subject to its privacy policy and terms of use, which can be found at <https://help.instagram.com/>.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winner will be required to provide proof of age, identification and eligibility as required by Sponsor or Administrator. If an entrant enters the Sweepstakes from a mobile device, the entrant’s wireless service provider may charge the entrant for applicable data charges. Entrants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply. Entrants should review their mobile device’s capabilities for specific app instructions.

- 3. HOW TO ENTER:** During the Sweepstakes Period, an entrant must log on to his/her Instagram account, follow both @TrunkClub and @TrunkClubWomen (if he/she does not already), and post an original photograph and a story about his/her nominated mother, tagging both @TrunkClub and @TrunkClubWomen and including the hashtags #ToMomLoveTC and #Sweepstakes (“Entry”). Entries must be photographs posted during the Sweepstakes Period. An entrant may not add the hashtags #ToMomLoveTC and #Sweepstakes to a photograph

posted prior to the Sweepstakes Period to enter the Sweepstakes. An entrant must make sure the “Photos Are Private” option in the account settings on his/her Instagram account are set to “OFF”. **Entrant must have written permission from the person nominated to submit the nominated person’s image and any information about the nominated person.**

For purposes of this Sweepstakes, “mother” includes a person who is the biological/legal mother of the entrant, as well as those who are not the biological/legal mother but who assumed the role of a mother (for example, a person who goes above and beyond to provide love, support, and create amazing memories for the entrant). If an entrant wishes to nominate someone who is not a biological/legal mother (for example, an aunt or a neighbor), in his/her Entry, the entrant will need to describe why the person was a mother to him/her.

By submitting an Entry and using the hashtags #ToMomLoveTC and #Sweepstakes, entrant hereby agrees to the terms and conditions set forth in these Official Rules.

By submitting an Entry, each entrant agrees that his or her entry conforms to the entry guidelines and restrictions set forth below (“Entry Requirements”). Each entrant hereby understands and agrees that, at Sponsor’s sole discretion, his/her Entry may be posted to Sponsor’s websites, any of Sponsor’s social media properties and/or websites, and/or other websites or social media accounts associated with the Sweepstakes or Sponsor. Submitting an Entry constitutes entrant’s grant to Sponsor, its parents and affiliates, and the employees, officers, directors, licensees, designees, agents, successors and assigns (collectively, “Grantees”), of a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, post, distribute, publish or create derivative works from and display the Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional, advertising, public relations, trade show and/or marketing purposes, without further compensation, notification or permissions of any kind except where prohibited by law. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights entrant is granting to use the Entry. This license expressly includes a right (but not the obligation) for Sponsor to modify Entries to remove any third party intellectual property. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. The displaying of an Entry on any website/social media platform does not constitute verification of eligibility or compliance with these Official Rules and all Entries and entrants remain subject to verification of eligibility and compliance with these Official Rules as determined by Sponsor at its sole discretion.

Entrants agree that Sponsor has the right, but not the obligation, to use and/or otherwise display the Entries as set forth above, and that if such Entries are, in Sponsor’s sole discretion, displayed on any website/social media platform, such Entries may be subject to third party comments that will be publicly viewable, and further, such Entries may also be saved, shared, and/or further e-mailed by such third parties on the internet or otherwise.

**Entry Limit:** Each entrant may submit only one (1) Entry per entrant per day, and an entrant may submit the same Entry only once. A “day” is defined as starting at 12:00 AM (midnight) CT and ending at 11:59:59 PM CT on a calendar day during the Sweepstakes Period, except on April 13, 2017, when a day is defined as starting at 9:00 AM CT and ending at 11:59:59 PM CT

**Entry Guidelines and Restrictions:** Each Entry:

- Must be submitted during the Sweepstakes Period;
- Must be relevant to the Sweepstakes theme;
- Must be the entrant's original content;
- Must be created solely by the entrant, and may not be plagiarized, have been previously published or have previously won a prize or award;
- Must tag both @TrunkClub and @TrunkClubWomen;
- Must contain the hashtags #ToMomLoveTC and #Sweepstakes;
- Must follow the instructions and comply with these Official Rules;
- Must comply with the Instagram Terms of Service;
- Must have permission from any individual identifiable in any photograph besides the entrant. Entrant must be able to provide written proof of permission from any identifiable individual upon Sponsor's request. Any minor in any photograph must be the child or legal ward of the entrant;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- Must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights. Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not prominently feature any third party logos or marks. Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not include personally identifiable information, with the exception of names and social media handles;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any express or implied commercial endorsement of an entity other than the Sponsor;
- Must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
- Must not contain material or statements that promote use of alcohol by minors, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Sweepstakes;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

**NOTE:** By submitting an Entry, each entrant agrees that his/her Entry conforms to the Entry Requirements set forth above and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him/her from the Sweepstakes if Sponsor decides that his/her Entry fails to conform to the such requirements or any other provision of these Official Rules.

Each entrant acknowledges that other Entrants may have used ideas and/or concepts in their Entry that may be similar in idea or concept to what is included in entrant's Entry. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Any Entry that does not comply with these Official Rules or that otherwise contains prohibited or inappropriate content as determined by Sponsor, in its sole and absolute discretion, will be disqualified, and if posted on websites and/or platforms related to this Sweepstakes, removed there from.

Sponsor grants entrants a limited, revocable, non-sublicensable, and non-transferable license to use Sponsor's name, product, trademarks and logos as related to its brand (collectively, "Sponsor's IP") for the sole purpose of entering this Sweepstakes. Entrants are not permitted to make any other use of Sponsor's IP under any circumstances, and have no other rights whatsoever in the Sponsor's IP. In addition, By entering the Sweepstakes, entrant agrees that: (a) all rights, titles and interests in Sponsor's IP, and all goodwill related thereto, belong exclusively to Sponsor, (b) entrant has not and will not take any action that might harm or adversely affect such rights, (c) no rights, titles or interests in and to the Sponsor's IP, except for the limited license granted to entrant in these Official Rules, are transferred or created hereby, (d) Sponsor's IP rights are valid and enforceable, and that entrant will do nothing to challenge the validity or enforceability of Sponsor's IP in any forum, and (e) the use of Sponsor's IP is permitted only for the purpose of making a submission in this Sweepstakes and any use of Sponsor's IP (whether in an Entry or otherwise) that exceeds the scope of this limited license infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

**4. RANDOM DRAWING:** On or about May 11, 2017, Administrator will randomly select one (1) potential winner from all eligible entries received during the Sweepstakes Period. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

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

**A. Prize (1):** The winner will receive a three (3) day/two (2) night trip for two (2) people (winner and a guest of the winner's choosing) to New York, New York. Prize includes: round trip airfare for two (2) people (winner and guest) between a major commercial airport close to the winner's residence (as determined by Sponsor in its sole discretion) and a major commercial airport near New York, New York (as selected by Sponsor in its sole discretion); two (2) nights standard hotel accommodation (single room, double occupancy) at a hotel selected by Sponsor in New York, New York; round-trip private ground transportation for winner and guest between the airport and hotel in New York, New York; one (1) brunch for winner and guest at a local restaurant selected by Sponsor in its sole discretion; a fitting experience for winner and guest at the Trunk Club Club House; a \$500 Trunk Club credit for each the winner and guest; two (2) tickets to see the Broadway theater production of Kinky Boots (seat locations selected by Sponsor in its sole discretion and subject to availability); and a \$150 pre-paid card that may be used for travel expenses or incidentals. If the winner and/or guest resides within 150 miles of New York, New York (as determined by Sponsor in its sole discretion), ground transportation will be provided in lieu of airfare and no further compensation will be awarded to the winner and/or guest.

The ARV of the Grand Prize is up to \$4,770. The actual value of the prize may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded.

The winner will not receive compensation from Sponsor for tickets that he/she is unable to use due to cancellation of the prize, but tickets may be subject to standard rain-check policies and procedures set by the issuer. The winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to the winner and/or his/her guest if either winner or his/her guest violates the previous restrictions, fail to comply with all venue rules and regulations, or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at any prize event.

The use of the pre-paid card is subject to the terms and conditions set forth thereon which shall govern the use of the pre-paid card. Use of the pre-paid card constitutes the user's acceptance of the terms and conditions so the winner should read the terms and conditions on the pre-paid card carefully. Winner must protect the pre-paid card and treat the pre-paid card as he/she would any other valuable document. The pre-paid card will not be redeemed or exchanged for cash, except where required by law. The pre-paid card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced.

Winner and guest must travel on dates as determined by the Sponsor or the prize will be forfeited. All travel arrangements must be reserved and scheduled within 6 months from winner verification, and at least 30 days prior to departure. Travel must be completed by on Sponsor-specified dates or the prize may be forfeited in its entirety, at Sponsor's sole discretion. Guest will be required to complete and return a Liability Release and, where permissible, a Publicity Release ("Travel Companion Release"), prior to travel booking. Travel is subject to the restrictions and conditions set forth below. All hotel accommodation booking and travel arrangements will be administered by Sponsor's authorized designee. Travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's 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 these Official Rules and those set forth by Sponsor's travel prize suppliers, as detailed in any contract issued by such supplier. Sponsor will not replace any lost or stolen tickets (including any event tickets or admission passes), travel vouchers, certificates or similar items once they are in the winner's possession or in the possession of his or her guest. Sponsor bears no responsibility if any event, element or detail of the prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. If the winner elects to partake in the prize without the Guest, no additional compensation will be awarded.

The winner and Guest are each solely responsible for obtaining any necessary travel documents (including government-issued photo identification). The winner and guest

hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the prize. The winner and guest are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities and any other fees and expenses not specifically mentioned in these Official Rules as being included in the prize. The winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner.

**B. Odds of Winning:** The odds of winning the prize depend on the total number of eligible Entries received during the entire Sweepstakes Period.

**C. General Prize Conditions:** In no event will more than one (1) prize be awarded. If, for any reason, more than one (1) prize notification is sent (or more claims are received), Sponsor reserves the right to award the prize in a random drawing from among all prize claims received. 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 prize or force majeure. No substitutions, cash equivalents or transfers of a prize permitted by a winner. Neither Sponsor, Administrator or any Sweepstakes Entities shall be responsible for any inability of a winner to accept or use any portion of a prize for any reason. Federal, state and local taxes are solely the responsibility of each winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver the prize, the prize may not be re-awarded, in Sponsor's sole discretion.

**6. HOW TO CLAIM THE PRIZE:** The potential winner is subject to verification of eligibility and compliance with these Official Rules. The potential winner will be notified at his/her Instagram account via an Instagram Direct message from @trunkclubwomen on or about May 11, 2017 and must respond with his/her complete first and last name, e-mail address, complete mailing address, daytime telephone number, and date of birth within 24 hours from the timestamp of the Sponsor's message. The potential winner must respond to the notification via Instagram Direct Message service within 24 hours of the notification being made by Sponsor or the prize may (in Sponsor's sole discretion) be forfeited.

Before being declared the winner, he/she will be required to execute and return an Affidavit of Eligibility/Liability & Publicity Release, rights transfer document, and a tax acknowledgment form (collectively, the "Verification Documents") no later than two (2) calendar days after receipt of the Verification Documents or the prize may (in Sponsor's sole discretion) be forfeited. Additionally, the potential winner may be required to submit releases from any and all third parties appearing in his/her Entry. The Verification Documents will be e-mailed to the potential winner at the e-mail address provided to Sponsor during initial winner notification. Upon verification of eligibility, Sponsor or its designee will contact the winner to arrange travel booking.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of the winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail to a spam or junk folder. If any potential winner is found to be ineligible or not in compliance with these Official Rules, fails to

respond to Sponsor's notification on Instagram within 24 hours, or declines to accept the prize, Sponsor or Administrator is unable to contact a potential winner, or any prize notification or prize is returned undeliverable, the prize will be forfeited. If the Sponsor wishes to select an alternative potential Sweepstakes winner, Sponsor will select this alternative potential Sweepstakes winner at random from the pool of remaining eligible entries. The potential winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules. The prize will only be awarded to a verified winner.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes entrants agree that the Sweepstakes Entities, Instagram, LLC, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Sweepstakes-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting or using a prize. The Released Parties shall not be responsible or liable for Entries that are entered by any automated computer, program, mechanism or device, for any Entries in excess of the stated limit or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of the winner in a manner it deems fair and reasonable including the selection of the winner from among eligible Entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules;

(iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the entrant's Entry, participation or inability to participate in the Sweepstakes, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Sweepstakes materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Entry, (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Sweepstakes, including any Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Sweepstakes and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Sweepstakes, including the prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions 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: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND**



**BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Further, entrants hereby waive all rights, to: (i) 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 costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any entrant and/or Sweepstakes Entities and/or any other party shall be resolved individually, without resort to any form of class action.

- 9. PRIVACY POLICY:** The Sponsor's Privacy Policy is available at <https://www.trunkclub.com/privacy>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting the prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an entrant has registered or attempted to register more than once using multiple e-mail addresses, accounts, multiple identities, proxy servers or like methods, all of that entrant's Entries (if any) will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional Entries in excess of the stated limitation, that entrant may, in Sponsor's sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning Entry will be declared made by the authorized account holder of the e-mail address associated with the Instagram account used to submit such Entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found,

in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS 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.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: To Mom, Love Trunk Club Sweepstakes 2017 - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by June 26, 2017.

**Sponsor:** Trunk Club, Inc., 325 West Ohio Street, Chicago, IL 60654,

© 2017 Trunk Club, Inc. All Rights Reserved.

Instagram is a registered trademark of Instagram, LLC. All rights reserved.

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, and Instagram has no responsibility or liability regarding the conduct or administration of the Sweepstakes or prize.