

The Talk + Rue La La Sweepstakes (the “Sweepstakes”)

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Please read these rules (the “Official Rules”) before entering the Sweepstakes. By entering and participating in the Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements set forth below.

1. Eligibility. Participation in the Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia who are aged 18 or older; or the age of majority in legal resident’s home state (whichever is older) at time of entry. You must also be a Rue La La member to be eligible to win. Sweepstakes is void elsewhere and where prohibited, taxed or restricted by law. Employees, officers and directors of Retail Convergence.com, LP (“Sponsor”), and each of their respective parent and related companies, affiliates, subsidiaries, divisions, partners, advertising and promotion agencies, and any manufacturers or distributors of Sweepstakes materials (collectively, all of the foregoing, the “Released Parties”), and their immediate family members (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

2. Sweepstakes Entry Period. The entry period (the “Entry Period”) shall begin on or about 06:00:01 am Eastern Time (“ET”) on 12/8/16 and ends at 11:59:59 pm ET on 12/9/16. The Entry Period is as stated above unless extended or shortened by Sponsor, in its sole and absolute discretion (collectively, the “Sweepstakes Entry Period”)

3. How to Enter. To enter the Sweepstakes, send an email to TheTalkSweeps@RueLaLa.com and include your first and last name, the email address associated with your Rue La La account, your phone number and your current address. Entrants are subject to all notices posted online including but not limited to the Sponsor’s privacy policy. In the event of a dispute, entries will be deemed to have been submitted by the Authorized Account Holder (as defined below) of the email address submitted at the time of entering. Entrants who spam for the purpose of gaining extra entries into the Sweepstakes will have all their entries disqualified and voided.

All entrants must have a valid email address and current Rue La La account. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

Limit: One entry per person per email address during the Entry Period (“Sweepstakes Entry Limit”). Any entries that exceed the Sweepstakes Entry Limit will be disqualified. Decisions of the Sponsor are final relating to all aspects of the online entry process and results. Sponsor may void any entry if entrant or related parties violates any of the terms and conditions attached to the Sweepstakes or these Official Rules.

4. Random Drawing/Odds. One (1) winner (the “Winner”) will be selected in a random drawing from all eligible entries received during the Entry Period on 12/10/16. Odds of winning depend on the total number of eligible entries received during the Entry Period. The random drawing will be conducted by Sponsor. **By entering the Sweepstakes, each entrant fully and unconditionally agrees to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.**

5. Prize. One (1) grand prize Winner shall be awarded one (1) Rue La La Promotional Account Credit (“Promotional Credit”) in the amount of \$500.00 (the “Prize”). Sponsor will award the Prize only after the Winner completes the verification process. The Prize is not transferable, cannot be sold, is not exchangeable, is not redeemable for cash, and is void where prohibited by law. The approximate retail value (“ARV”) of the Prize is \$500.00.

Additional Prize award details may be provided to the Winner at the time of the Prize notification. No substitutions or cash redemptions. In the case of unavailability of any prize element, Sponsor reserves the right to substitute a prize of equal or greater value. The Prize will be awarded provided a sufficient number of eligible entries are received. **All federal, state and local taxes and unspecified expenses are the sole responsibility of the Winner.**

Winner acknowledges that the Sponsor, Released Parties and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the Prize.

AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY, AND SWEEPSTAKES WINNERS HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

6. Prize Notification. Winner will be notified by email on or before 12/12/16 and may be required to sign and return, where legal, an Affidavit of Eligibility and Release and W9 within five (5) days of Prize notification. If the Winner cannot be contacted within five (5) days of first notification attempt, if Prize or Prize notification is returned as undeliverable, if the Winner rejects the Prize, or in the event of noncompliance with these Official Rules, the Prize will be forfeited and an alternate Winner will be selected from among all remaining eligible entries, time permitting. Upon Prize forfeiture, no compensation will be given. Limit one (1) prize per person, per household.

7. License/Usage. By entering the Sweepstakes, each entrant fully and unconditionally agrees to be bound by these Official Rules, which will be final and binding in all matters relating to the Sweepstakes. By entering, each entrant agrees to the use of his/her name, address (city and state), photograph, picture, portrait, voice, likenesses, biographical information, and/or statements for purposes of advertising, trade, or promotion in any media (now known or hereafter known) throughout the world in perpetuity, without further compensation, notification or permission, unless prohibited by law. Entries may be cut, edited, reformatted, rearranged, combined with other material and/or otherwise modified, in Sponsor’s sole and absolute discretion. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and each entrant and Winner waives any right to inspect or approve any such use of any and every nature and kind.

8. Release. By participating, each entrant and Winner agrees to release, indemnify and hold harmless Sponsor and the Released Parties from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of Prize or participation in any Sweepstakes-related activity and claims based on publicity rights, defamation, invasion of privacy, copyright or trademark infringement, or other intellectual property related cause of action, breach of contract and/or merchandise delivery. Neither Sponsor nor any Released Parties are responsible for (i) any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the Prize or (ii) any damages, taxes, or expenses that any Winner might incur as a result of this Sweepstakes or receipt of Prize. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use/misuse or redemption of the Prize.

9. Additional Terms. In case of dispute as to identity of entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Neither Sponsor nor Released Parties are responsible for errors in content or misprinting, technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes for any reason, including but not limited to, virus, bugs, non-authorized human intervention, fraud or other causes beyond its control which could corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In case of termination, Sponsor will select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or website. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives or otherwise not complying with these Official Rules. There is no purchase required to participate. A purchase does not increase odds of winning. Sponsor is not responsible if Sweepstakes cannot take place or if any Prize cannot be awarded or used due to any reason outside Sponsor's reasonable control. No more than the stated number of Prizes will be awarded.

SPONSOR IS NOT RESPONSIBLE FOR INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY WITH SPONSOR'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE SPONSOR OR RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES OR APPLICATIONS ASSOCIATED WITH THE SWEEPSTAKES. IN NO EVENT SHALL SPONSOR'S OR THE RELEASED PARTIES' TOTAL LIABILITY TO AN ENTRANT FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10.00. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES 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 EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the Commonwealth of Massachusetts, City of Boston.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES OR OF ANY OTHER JURISDICTION. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Suffolk in the Commonwealth of Massachusetts. The parties agree not to raise the defense of forum non conveniens.

12. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.ruelala.com/common/privacy>. By participating in the Sweepstakes, each entrant hereby agrees to Sponsor's collection and usage of their personal information and acknowledges that they have read and accepted Sponsor's privacy policy.

13. Name of Winner. To obtain information regarding the Winner, send a self-addressed, stamped envelope by 1/12/17 to: Retail Convergence.com, LP, 20 Channel Center, Boston, MA 02210, Attn: Marketing Department: Winner Confirmation Request –The Talk + Rue La La Sweepstakes.

14. Sponsor. Retail Convergence.com, LP, 20 Channel Center, Boston, MA 02210.

15. Questions? Any questions, comments or complaints regarding this Sweepstakes should be sent via email to: atyourservice@ruelala.com.