

**NYGARD STYLE DIRECT “Try On & Selfie” Instagram SWEEPSTAKES**  
**Rules and Regulations for USA**

NYGARD STYLE DIRECT “TRY ON & SELFIE” INSTAGRAM SWEEPSTAKES (“SWEEPSTAKES”) WILL BE CONDUCTED ONLINE IN USA & Canada. THE SWEEPSTAKES ARE OPEN TO ANY RESIDENT OF USA (EXCEPT FLORIDA & RHODE ISLAND) WHO IS OVER THE AGE OF MAJORITY IN THEIR STATE OR TERRITORY. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY OR OLDER IN THEIR PROVINCE OR STATE OF RESIDENCE AT THE TIME OF ENTRY. ENTRY IN THE SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE SWEEPSTAKES RULES (“RULES”). [For Canadian Rules refer to [nygardstyle.com](http://nygardstyle.com)]

**1**  
**SWEEPSTAKES PERIOD**

The Sweepstakes begins at 12:00 a.m. Eastern Time (“ET”) on January 29, 2018 and ends at 11:59 p.m. ET on June 30, 2018 (“Sweepstakes Period”). There will be a draw conducted monthly for one winner, for a total of 5 winners throughout the Sweepstakes Period. Dates of draws will be the first business day of the following months in 2018 – March, April, May, June & July.

**2**  
**HOW TO ENTER**

NO PURCHASE IS NECESSARY. To enter, try on a Nygard Style Direct style, take a selfie of yourself, post it to our Instagram page @nygardstyle using the hashtag #CelebrateYourSelfie, and you will then be automatically entered into the draw. Limit: one entry per person per day.

**3**  
**ELIGIBILITY**

The Sweepstakes are open to residents of USA (excluding Florida & Rhode Island), with Internet access and a valid Instagram account, who have reached the age of majority in the state or territory in which they reside prior to January 29, 2018 and who are following Nygard Style Direct on Instagram. Employees of Nygård International Partnership (“Sponsor”), its affiliated and related companies, Sponsor’s representatives, agents, advertising and promotional agencies, and/or any member of such persons’ immediate family (defined as parents, siblings, children or spouses) or household (whether related or not), are not legible to enter or to win. The Sweepstakes are void where prohibited or restricted by law.

#### **4**

#### **PRIZES**

There will be one prize available to be won each month – Feb., Mar., Apr., May & June during the Sweepstakes Period Jan 29 – June 30, 2018. The odds of winning depend upon the number of eligible entries received. The Prize consists of a \$100 retail value gift card to purchase fashion of your choice from Nygård Style Direct, through an independent stylist who is situated as close geographically as possible and who will be identified to each winner by NSD corporate. The approximate retail value of the Prize is up to \$100.00 including tax, shipping and handling.

#### **5**

#### **WINNER SELECTION**

A random draw will be conducted by the Sponsor monthly on the first business day of each month, Mar., Apr., May, June & July, from all eligible entries received from Canadian & US entrants during the Sweepstakes period. The selected entrants will be notified via private Instagram message addressed to them. The Sponsor will not be responsible for failed attempts to notify any winner. It is the responsibility of each entrant to ensure the accuracy of his/her contact information at the time of entry. In the event that any selected entrant does not respond within five business days of the Sponsor's first attempt, or does not complete the Release and answer the skill-testing question, that Prize will be awarded to an alternate entrant, at the Sponsor's sole discretion.

#### **6**

#### **SKILL TESTING QUESTION - RELEASE**

In order to be declared a winner, each selected entrant must correctly answer, without assistance of any kind, a mathematical skill-testing question. In addition, each selected entrant must sign a standard declaration and release form ("Release") confirming acceptance of the Prize as awarded and compliance with these Rules, and releasing the Sponsor from any liability in association with the Sweepstakes or the Prize. The Release will be sent to each selected entrant by email.

#### **7**

#### **PRIZE CONDITIONS**

The Prize will only be awarded to a verified winner. Prizes are not transferable, must be accepted as awarded, and cannot be substituted or varied. No cash equivalent or substitution for a Prize is permitted. In the event for any reason the Sponsor is unable to award a Prize, the Sponsor reserves the right to substitute that Prize with another prize of equal or greater value, without liability. Any expenses and costs related to the acceptance and use of a Prize which are not specified herein will be the sole responsibility of the winner. Each winner must comply with these Rules and sign and return a Release along with the answer to the skill-testing question.

## **8 PRIVACY**

By accepting a Prize, the winner agrees to the use by the Sponsor of his/her name and prize information for promotional purposes in any medium, whether now known or hereafter developed, including but not limited to any internet-based medium, at any time and in perpetuity, without additional compensation or notice. The Sweepstakes are conducted in accordance with these Rules and the Sponsor's privacy policy, which can be found at [www.nygardstyle.com](http://www.nygardstyle.com).

## **9 LIMITATIONS OF LIABILITY**

Without limiting the Release, by entering the Sweepstakes, the entrants agree that the Sponsor will not be responsible or liable for: (a) late, lost, stolen, damaged, garbled, incomplete, misdirected, or undeliverable communications; (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption; (c) theft, destruction, unauthorized access to or alteration of entry materials; (d) any injuries, damages, or losses to any person or property resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes (including, without limitation, damage to any computer system resulting from accessing or downloading information related to the Sweepstakes), or from the acceptance, possession, participation in, use or misuse of the Prizes; or (e) electronic communications that are undeliverable and/or redirected from an individual's email inbox as a result of any form of active or passive filtering of any kind, including but not limited to spam filtering, or insufficient space in the entrant's email account to receive email messages.

## **10 GENERAL**

The Sweepstakes are subject to all applicable federal, regional, state and local laws. By entering the Sweepstakes, the entrants agree to comply with these Rules and the decisions of the Sponsor, whose decisions are final and binding in all matters related to the Sweepstakes. Entrants who have not complied with these Rules are subject to disqualification. The Sponsor reserves the right, at its sole discretion and without prior notice, to modify, cancel, terminate or suspend the Sweepstakes should any virus, bug, worm, trojan horse, technical failure, unauthorized human intervention, or other causes beyond the Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. Paragraph headings are for convenient reference only and are not to affect the interpretation of these Rules. No communication or correspondence will be exchanged with the entrants except with those selected for the Prizes. If any provision of these Rules is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these Rules.

In the event of a dispute regarding the identity of the person who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email address submitted on the official online entry form. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization or person that is responsible for assignment of email addresses for the domain associated with the submitted email address. The selected entrant may be required to provide the Sponsor with proof that he/she is the authorized account holder of the email address associated with the selected entry.

The Sponsor reserves the right in its sole discretion to disqualify, from this Sweepstakes and any future Sweepstakes or other promotion conducted by the Sponsor, any individual that they find or believe to be tampering with the entry process or operation of the Sweepstakes or the Sweepstakes Website; to be acting in violation of these Rules, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR 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 FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

These Sweepstakes are in no way sponsored, endorsed or administered by, or associated with, Instagram®. Instagram is not affiliated with the Sponsor. Entrants are providing information to the Sponsor and not to Instagram. The information provided will be used only for the purposes of administering the Sweepstakes.