

# Norma Kamali August – December Sweepstakes

## Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### 1. Eligibility

The Norma Kamali August – December Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are eighteen (18) years or older at the time of entry. **VOID IN GUAM, PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED BY LAW.** Employees of Norma Kamali, Inc., or any of its affiliates, subsidiaries, advertising and promotion agencies, prize suppliers, sponsors, distributors, or any other company or individual involved with the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Entry into the Sweepstakes constitutes the entrant’s full and unconditional agreement to these Official Rules and Sponsor’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.

### 2. Sponsor

Norma Kamali, Inc.  
11 W 56<sup>th</sup> St New York, NY 10019 United States

### 3. Timing

The Sweepstakes begins on August 1, 2017 at 12:00 a.m. Eastern Time (“ET”) and ends on December 31, 2017 at 11:59 p.m. ET (the “Sweepstakes Period”) and consists of five separate drawings as described below. Sponsor’s computer is the official time keeper for the Sweepstakes.

Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)
1	8/1/17	8/31/17
2	9/1/17	9/30/17
3	10/1/17	10/31/17
4	11/1/17	11/30/17
5	12/1/17	12/31/17

### 4. How to Enter

During an entry period (as described above), eligible entrants must fully and accurately complete and submit the online entry form located at [<https://www.normakamali.com/sweepstakes>]. **Eligible entrants may enter one or more entry periods an unlimited number of times.** Multiple entrants are not permitted to share the same email address. Use of any automated system to enter the Sweepstakes is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. Entries received after the end of the Sweepstakes Period, or entries not otherwise complying in all respects with these Official Rules, are void. Entries may not contain, and Sponsor, in its sole discretion, may disqualify any entry that does contain, any material that is defamatory, slanderous, libelous, scandalous or obscene, or any third person’s personal information, such as names or email addresses. Sponsor reserves the right, in its sole discretion, to prohibit the participation of any individual failing to comply with any provision in these Official Rules. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter 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. A potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Sponsor and will not be returned. Sponsor reserves the right to contact entrants and all other individuals whose email addresses are submitted as part of the Sweepstakes.

### 5. Winner Selection/Verification

Within two business days after the end of the applicable entry period, Sponsor or an independent judging agency will select one entry for the prize described below in Section 6 in a random drawing of all eligible entries received for that entry period. **Non-winning eligible entries from one entry period will be included in the drawings for other entry periods.** Each

potential winner will be contacted by email within two (2) business days after the date of the applicable random drawing using the email address provided with the entry and will be awarded the stated prize (subject to verification of eligibility and compliance with the terms of these Official Rules.) Sponsor's decisions as to the selection and verification of potential winners are final and binding in all respects and not subject to appeal. Failure to respond to the initial verification email within five (5) days of notification or the return of email notification as undeliverable after three (3) attempts will result in disqualification and the selection of an alternate winner for that drawing.

Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will also be required to sign and return to Sponsor, within ten (10) days of the date the documents are sent to such potential winner by email to the email address set out above, an affidavit of eligibility and liability/publicity release (except where prohibited) in order to claim his/her prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, the potential winner forfeits the prize. In the event that a potential winner forfeits a prize or is disqualified for any reason (including, without limitation, by making false statements, or having been charged with, or convicted of, a felony or misdemeanor), Sponsor may award the applicable prize to an alternate winner by conducting a random drawing from among all remaining eligible entries. A winner is not a recipient of a prize until s/he has been verified as a winner by Sponsor or judges.

## 6. Prizes

Entry Period	Prize Specifications	Approximate Value ("ARV")	Retail
1	<p><b>Two (2) Accessories from the following:</b></p> <p><b>Long Glove - Black</b></p> <p><b>Square Cat Eye Sunglasses - Black</b></p> <p><b>Square Cat Eye Sunglasses - Tokyo Tort</b></p> <p><b>Plus One (1) Dress from the following:</b></p> <p><b>Sleeveless Shirred Waist Dress - Black</b></p> <p><b>Sleeveless Swing Dress - Black</b></p> <p><b>Long Sleeve Baby Doll Dress - Black</b></p> <p><b>Long Sleeve Turtleneck Dress to Knee - Black</b></p> <p><b>NK Box Shirt to Knee Black</b></p> <p><b>Long Sleeve Modern Side Drape Dress to Knee - Black</b></p> <p><b>V Neck Dolman Dress to Knee - Black</b></p> <p><b>Dolman Wrap Dress - Black</b></p> <p><b>All In One Dress - Black</b></p>	<p><b>\$95</b></p> <p><b>\$98</b></p> <p><b>\$98</b></p> <p><b>\$125</b></p> <p><b>\$99</b></p> <p><b>\$200</b></p> <p><b>\$125</b></p> <p><b>\$185</b></p> <p><b>\$150</b></p> <p><b>\$135</b></p> <p><b>\$185</b></p> <p><b>\$150</b></p>	
2	<p><b>One (1) Jacket from the following:</b></p> <p><b>All Over Feather Jacket – Black</b></p> <p><b>All Over Feather Jacket – Blush</b></p> <p><b>All Over Feather Jacket – Brick</b></p> <p><b>All Over Feather Jacket – Ivory</b></p> <p><b>All Over Feather Jacket – Sand</b></p> <p><b>All Over Feather Jacket – Silver</b></p> <p><b>All Over Feather Jacket – Avocado</b></p>	<p><b>\$1995</b></p> <p><b>\$1995</b></p> <p><b>\$1995</b></p> <p><b>\$1995</b></p> <p><b>\$1995</b></p> <p><b>\$1995</b></p> <p><b>\$1995</b></p>	
3	<p><b>One (1) Coat from the following:</b></p> <p><b>Blanket Sleeping Bag Coat – Black</b></p> <p><b>Blanket Sleeping Bag Coat – Camo</b></p> <p><b>Blanket Sleeping Bag Coat – Red</b></p> <p><b>Blanket Sleeping Bag Coat – Grey</b></p> <p><b>Sleeping Bag Coat Short – Black</b></p> <p><b>Sleeping Bag Coat Short – Camo</b></p> <p><b>Sleeping Bag Coat Short – Red</b></p>	<p><b>\$1295</b></p> <p><b>\$1295</b></p> <p><b>\$1295</b></p> <p><b>\$1295</b></p> <p><b>\$500</b></p> <p><b>\$500</b></p> <p><b>\$500</b></p>	

	<b>Sleeping Bag Coat Short – Grey</b> <b>Sleeping Bag Coat to Knee – Black</b> <b>Sleeping Bag Coat to Knee – Camo</b> <b>Sleeping Bag Coat to Knee – Red</b> <b>Sleeping Bag Coat to Knee – Grey</b> <b>Sleeping Bag Coat Long – Black</b> <b>Sleeping Bag Coat Long – Camo</b> <b>Sleeping Bag Coat Long – Red</b> <b>Sleeping Bag Coat Long – Grey</b>	<b>\$500</b> <b>\$600</b> <b>\$600</b> <b>\$600</b> <b>\$600</b> <b>\$800</b> <b>\$800</b> <b>\$800</b> <b>\$800</b>
<b>4</b>	<b>One (1) Studded Swimsuit from the following:</b>  <b>Gold Stud Jorge – Black</b> <b>Gold Stud Underwire Bra Black and Bottom - Black</b> <b>Stud Bishop - Black</b> <b>Stud Sunglass Bra Black and Stud Eric Bottom - Black</b> <b>Gold Stud One Shoulder Mio - Black</b> <b>Gold Stud Slip Mio - Black</b>	  <b>\$605</b> <b>\$800</b>  <b>\$525</b> <b>\$605</b>  <b>\$555</b> <b>\$580</b>
<b>5</b>	<b>One (1) Coat from the following:</b>  <b>Faux Fur Coat – Champagne</b> <b>Faux Fur Coat – Off White</b>	  <b>\$1995</b> <b>\$1095</b>

Prizes are non-transferable or redeemable for cash, and no substitution or redemption will be made except as expressly provided herein. Sponsor reserves the right to substitute a prize for one of equal or greater value for any reason. Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to, its quality, or fitness for a particular use. Winners are solely responsible for all expenses, costs or fees associated with acceptance and use of a prize not expressly set out in these Official Rules, including, but not limited to, any and all taxes. Sponsor will comply with all income tax reporting obligations. Odds of winning a prize depend on the number of eligible entries received during the applicable entry period. Limit one (1) prize per person per entry period.

## **7. Entry Conditions and Release**

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and/or the Sweepstakes judges which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless Sponsor, the judges and each of their respective parents, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of an entry; and (c) indemnify, defend and hold harmless Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to an entrant’s participation in the Sweepstake and/or an entrant’s acceptance, use or misuse of prize.

## **8. Publicity**

Except where prohibited, participation in the Sweepstakes constitutes a winner’s consent to Sponsor’s and its agents’ use of the winner’s name, likeness, photograph, voice, opinions and/or hometown and state for advertising or promotional purposes in any media, now or hereafter devised, in any manner, worldwide in perpetuity, without further payment or consideration, notification or permission.

## **9. General Conditions**

Notwithstanding anything to the contrary contained in these Official Rules, Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control 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 these Official Rules 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any materials advertising or otherwise promoting the Sweepstakes and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

#### **10. Limitations of Liability**

By participating in the Sweepstakes, entrants shall and hereby do irrevocably release and hold harmless the Released Parties from and against any claim or cause of action, and any and all liability 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) any changes in third-party terms or conditions; (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; or (7) violation of intellectual property or publicity rights, and/or invasion of privacy that may arise from participating in the Sweepstakes or its related activities. 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, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, 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 event that production, technical, seeding, programming or any other reasons cause more than 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, unawarded, eligible prize claims.

#### **11. Disputes**

Each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York County, New York; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees or similar costs or expenses; and (iv) under no circumstances will any entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO A PARTICULAR ENTRANT. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant(s) and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

#### **12. Entrant's Personal Information**

Information collected from entrants is subject to Sponsor's Privacy Policy which is available at <https://www.normakamali.com/terms-conditions>.

#### **13. Winners' List**

For a winners' list, send a hand-printed, self-addressed, stamped envelope to Norma Kamali, Inc. 11 W 56<sup>th</sup> St New York, NY 10019 United States. Requests for a winners' list for a particular entry period must be received within 30 days of the end of such entry period.