

## MIZZEN+MAIN'S SWEAT 16 GIVEAWAY

### Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE, OR OPTING-IN FOR COMMUNICATIONS OR MORE INFORMATION, WILL NOT INCREASE YOUR CHANCES OF WINNING. BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING.**

1. GIVEAWAY PERIOD, SPONSOR, AND ADMINISTRATOR: The MIZZEN+MAIN'S SWEAT 16 GIVEAWAY (the "Giveaway") begins on **March 18th, 2019 at 11:00 am CT and ends on April 4th, 2019 at 11:59 pm CT**. ("Giveaway Period"). The sponsor and administrator of this Giveaway is Mizzen and Main, LLC, 1444 Oak Lawn Ave #545, Dallas, TX 75207 ("Sponsor").

2. ELIGIBILITY: The Giveaway is open only to legal U.S. residents physically residing in the United States or the District of Columbia (excluding, however, residents of Rhode Island) who are at least eighteen (18) years of age or the legal age of majority, if older, in their state of primary residence at the time of participation ("Participant"). Employees of Sponsor, Brobible, as well as each of their respective agencies, shareholders, officers, directors, members, successors, agents and assigns, together with the Immediate Family Members and/or Household Members of such persons, are not eligible to participate in the Giveaway. For purposes of the Giveaway, "Household Members" shall mean those people who share the same residence at least three months a year, whether or not related; "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. Void in Rhode Island and where restricted or prohibited by law. Participation constitutes Participant's unconditional agreement to these "Official Rules" and to Sponsor's decisions, which are final and binding in all matters related to the Giveaway. A Participant is not a winner of a prize until Participant's eligibility as a Giveaway winner has been verified, Participant has been notified that verification is complete, Participant has submitted all required information within the stated time period, Participant has agreed to these Official Rules, and Participant has otherwise complied with the terms and conditions of these Official Rules.

3. HOW TO ENTER: During the Giveaway Period, an eligible Participant may enter by going to the website located at <https://brobible.com/style/article/mizzen-main-moisture-wicking-shirts-sweat-16-contest/> and scrolling down to click on the "Start" button to begin entering the required information. The information a Participant must include in order to be eligible for a chance to win includes: 1) first and last name; 2) email address; 3) indicating one to four of the "Top 4 sweatiest coaches for March 2019" as listed in Brobible's article at <https://brobible.com/sports/article/sweaty-college-basketball-coaches/>; 4) shirt size by height in inches; 5) check the box to accept these Official Rules.

LIMIT: Entry into the Giveaway is limited one per email address regardless of the method of entry chosen. If it is discovered that a Participant attempts to enter the Giveaway more than once with the same email address, that Participant may, in the Sponsor's sole discretion, be disqualified from the Giveaway.

4. GRAND PRIZE: Subject to these Official Rules, Sponsor will award one (1) Grand Prize which will include the following (each a "prize" and together the "Grand Prize"):

a. Twelve (12) button down dress shirts from Mizzen+Main. Approximate retail value ("ARV") of **\$1,338**.

b. One trip to a 2019/2020 regular season college basketball game, consisting of the following:

- Two tickets to any regular 2019/2020 season college basketball game within the contiguous 48 U.S. states. ARV \$500-\$1000
- One \$1,000 American Airlines gift card. ARV \$1,000.
- One \$500-\$1000 Hotels.com gift card. ARV \$500-\$1000.

The total estimated combined ARV of the Grand Prize is \$4,338.

5. PRIZE RESTRICTIONS: Mizzen + Main dress shirts may be chosen by Sponsor or, at Sponsor's election Sponsor may request that winner provide certain preferred Mizzen + Main dress shirt items, provided, however, that Sponsor makes no guaranty that winner will be sent their requested shirts. College basketball tickets must be for the 2019/2020 basketball season. Both tickets must be for the same game and the exact seating will be determined by Sponsor in its discretion. Sponsor will purchase the tickets. Winner agrees to be bound by any basketball ticket terms and limitations. If winner does not want to attend a college basketball game, winner may: (i) elect to forfeit the Grand Prize, or (ii) elect to receive only the travel-related gift cards (ARV up to \$2,000).

The American Airlines gift card and Hotels.com gift card are each subject to the terms and conditions set by the gift card issuer, including those located on or associated with the gift card. No other travel-related expenses are included in the Grand Prize and winner is wholly responsible for any additional expenses and costs related to attending the basketball game.

There is no substitution, transfer or cash equivalent for the Grand Prize, or any portion of any prize, and the Grand Prize must be accepted as awarded, except that the Sponsor may, at its sole discretion, substitute any portion or all of the Grand Prize with a prize of comparable value or cash. THE GRAND PRIZE AND EACH PORTION THEREOF ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Any depictions of prizes are for illustrative purposes only. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

#### 6. WINNER SELECTION AND NOTIFICATION:

On or about April 12th, 2019, the potential winner of the Grand Prize will be selected in a random drawing conducted by the Sponsor from among all eligible entries received throughout the Giveaway Period. The potential winner will be notified within approximately one (1) day of the drawing date at the email address associated with the entry. The winner will be required to respond (as directed) to the notification within 72 hours (or a shorter time if required by exigencies) of attempted notification. The failure to respond within the stated time period may result in forfeiture of the Grand Prize and selection of an alternate potential winner from the remaining eligible entries. The potential winner will be required to verify address, sign, and return within two (2) days of initial notification one or more forms covering eligibility, liability, advertising and (unless prohibited by law) publicity rights and such other documents as Sponsor may provide (collectively, "Prize Acceptance Forms"). Failure to return the Prize Acceptance Forms within the specified time period may result in forfeiture of the prize and selection of an alternate potential winner from the remaining eligible entries. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of the Grand Prize in accordance with the above procedure, after which the Grand Prize may go unawarded if it remains unclaimed. If the Grand prize is awarded but goes unclaimed or is forfeited by

recipient, the Grand Prize may not be re-awarded, in Sweepstakes Entities' sole discretion. Sponsor reserves the right to disqualify anyone not fully complying with the Official Rules. Winners are solely responsible for all federal, state and/or local taxes, if applicable, and for any other fees or costs associated with the prize they receive. The stated approximate retail value of each prize is based on available information provided by the prize providers and the value of the prize awarded to a winner may be reported for tax purposes as required by law. If a prize is valued at \$600 or more, the winner must provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes and an IRS Form-1099 may be issued for the actual value of the prize received. Other restrictions may apply.

7. ODDS OF WINNING: Odds of winning depend on the number of eligible entries received during the Giveaway Period.

8. CONDITIONS OF PARTICIPATION/RELEASES: All federal, state and local laws and regulations apply. By participating, each Participant agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. Each Participant (including winner) agrees to release the Sponsor, Brobible, and each of their respective licensees, affiliates, subsidiaries, representatives, consultants, contractors, production partners, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Giveaway and/or acceptance or use or misuse of a prize. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by or related to the Participation in the Giveaway, and/or the Grand Prize, any prize included in the Grand Prize, or any portion thereof, or resulting from acceptance, possession or use or misuse of a prize including participation in any activity related thereto; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of post or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible posts, communications or information, regardless of the method of transmission; (v) any inability of winner to accept or use any prize (or portion thereof) for any reason and such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Giveaway. Released Parties disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Giveaway. In no event will more than the number of prizes stated in these Official Rules be granted.

The failure of Released Parties to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (accepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Sponsor reserve the right, in their sole discretion, to cancel, modify or suspend the Giveaway (or any portion of the Giveaway) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper or fair play of the Giveaway and, in such situation, will select one or more potential winners from eligible non-suspect posts received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sponsor. Sponsor may prohibit Participant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines Participant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participants or Sponsor.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE GIVEAWAY. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY PARTICIPATING IN THE GIVEAWAY, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY, OR ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

9. INDEMNITY: Each Participant (including each winner) shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Giveaway; (b) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use or misuse of the Grand Prize, any prize, and any portion thereof, including without limitation, personal injury, death and property damage arising therefrom.

10. GOVERNING LAW: These Official Rules are governed by the laws of the State of Texas, U.S.A., without regard to Texas conflict of law provisions. By participating in the Giveaway, each Participant irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts in Dallas, Texas for all disputes arising out of or relating to the Giveaway. Any legal actions against Sponsor must be commenced within two year(s) after the claim arose. Any controversy or claim arising out of or relating to the Giveaway or these Official Rules will be settled by binding arbitration before JAMS, Inc. and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. 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. Each party shall be responsible for its costs incurred in such arbitration, but if Participant cannot afford to pay for the arbitration Participant agrees to provide us the option of paying the arbitrator before seeking to initiate any other form of dispute resolution, including litigation. The arbitration will be conducted in Dallas County, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review. Notwithstanding the foregoing, Sponsor may immediately seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect its rights or property (including intellectual property rights).

11. PUBLICITY RELEASE: Except where prohibited or restricted by law, winner's acceptance of a Prize constitutes the winner's agreement and consent for Sponsor, and their successors, assigns, transferees, licensees, and sublicensees to use and/or public winner's full name, city and state of residence, photographs or other likenesses, entry, pictures, portraits, voice, testimonials, biographical information (in whole or in part), statements made by winner regarding the Giveaway, Sponsors, and any other information provided to Sponsor in connection with the Giveaway, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade, syndication and/or promotion on behalf of Sponsors, in any

and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, digital or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval, which rights winner acknowledges and agrees Sponsors can transfer, assign, license, and/or sublicense.

12. PRIVACY POLICY: By entering the Giveaway, Participants will be sharing their personal information with Sponsor. Information shared by participants with Sponsor are subject to Sponsor's privacy policy located at: <https://www.mizzenandmain.com/pages/privacy-policy>.

[13. AGREEMENT TO OPT-IN: By entering the Giveaway, and providing their email address, Participant expressly agrees to receive email marketing communication from Sponsor and its partners.

13. WINNERS /OFFICIAL RULES: To obtain the names of the winners or a copy of these Official Rules, send a request with a subject line of, as applicable "Official Rules Request – Mizzen+Main Sweat 16 Giveaway" or "Winner's List Request – Mizzen+Main's Sweat 16 Giveaway" to [marketing@mizzenandmain.com](mailto:marketing@mizzenandmain.com).

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