

## **Rent the Runway Win a Dream Prom Competition Official Rules**

**Important:** Please read these rules (the “**Rules**”) before entering this competition. By participating in the Rent the Runway Win a Dream Prom Competition (the “**Competition**”) you agree to be bound by these Rules. These Rules apply only to the Competition and not to any other Competition or contest sponsored by Rent the Runway.

*NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. IF YOU ARE UNDER 18, YOUR PARENT OR GUARDIAN MUST PERMIT YOU TO ENTER THE CONTEST AND AGREE TO THESE RULES. BY SUBMITTING YOUR ENTRY YOU CERTIFY THAT YOUR PARENT OR GUARDIAN HAS APPROVED YOUR ENTRY..*

### **Overview of the Rent the Runway Win a Dream Prom Competition**

Rent the Runway, Inc. (“**Rent the Runway**” or “**Sponsor**”) wants to give a dream prom to one deserving high school affected by Hurricane Sandy. If you’d like your school to have a prom arranged by Rent the Runway, go to [www.renttherunway.com/winaprom](http://www.renttherunway.com/winaprom) and complete the entry (be sure to get consent to participate from your parent or guardian if you are under 18). We will select three to five submissions as finalists based on the Criteria identified in the Rules and check with your school to make sure they agree to participate. The finalists will be posted at [www.renttherunway.com/winaprom](http://www.renttherunway.com/winaprom), where site visitors can vote once per day for their favorite to select the final winner (“**Winner**”). The finalists will be announced on March 25, 2013. Voting will take place at [www.renttherunway.com/winaprom](http://www.renttherunway.com/winaprom) from 9:00 a.m. EST on March 25, 2013 to 11:59 p.m. EST on March 29, 2013. The Winner will be announced on or before April 5, 2013. The final selection is subject to your school agreeing to the terms necessary for us to put on your prom. By submitting your entry, you will certify that you have parental consent (or are 18 or older), transfer all rights in the entry materials to Rent the Runway, and agree that we can contact you via email about this contest as well as other Competitions and events at Rent the Runway or that we believe would be of interest to you.

### **Competition Rules and Regulations**

1. **Eligibility:** A purchase is not necessary and will not increase your odds of winning. The Competition is open only to lawful permanent residents of the continental United States who are at least 14 years old or older as of the date of their entry who attend high school grades in a school that was impacted by Hurricane Sandy in some way. Residents of any jurisdiction where the Competition is prohibited by law are not eligible to enter, and the Competition is void in those jurisdictions. Employees, of Rent the Runway its subsidiaries and its advertising and Competition agencies, and their immediate family members (spouses, parents, siblings, children and their spouses) and persons living in their same household, are not eligible to enter or win. If you are under the legal age of majority in your state of residence (a “**Minor**”), you certify that one of your parents or a legal guardian has (i) approved your participation in the competition, (ii) reviewed and approved the contents of your entry materials, and (iii) read, understood and agreed to these rules with the understanding that such agreement constitutes acceptance of these Competition rules on behalf of you and themselves. All materials created by Rent the Runway for the Competition including any web site pages and advertisements are intended for viewing only within the United States. By entering the Competition, you agree to be bound by the Rules and the judges' decisions, which shall be final and legally binding in all matters relating to this Competition, and waive any right to claim ambiguity in the Competition or these Rules.

2. **How To Enter:** On or after March 4, 2013 but no later than March 15, 2013 at 11:59 p.m. EST (the "Competition Period"), follow and complete these steps:

- Visit [www.renttherunway.com/winaprom](http://www.renttherunway.com/winaprom) (the "Entry Site"), carefully review the entry guidelines.
- Prepare your entry materials as described in the guidelines on the [Entry Site](#). These will include either a written statement of 250-500 words or a URL to a 2 minute original video ("Submission").
- Return to the [Entry Site](#) to complete your entry using the online entry form. Valid entries must include all required information in the form fields plus your essay or a link to your video.

We will accept entries from individuals, groups of students or teams and you can submit more than one entry if you choose, but multiple entries from students at a school will not enhance the opportunity to be selected as a finalist. Automated entry attempts may be rejected and may result in disqualification. Entries generated by script, macro, bot, or other automated means may be disqualified.

3. **Entry Guidelines:** Participant may not submit any Submissions that are deemed to be obscene or indecent; cannot be sexually explicit or suggestive, profane or pornographic, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; cannot promote alcohol, 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; cannot be offensive, endorse any form of hate or hate group; cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products or services, or other people, products or companies; cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; may not invade privacy or other rights of any person, firm or entity; may not in any other way violate any applicable federal, state or local laws or regulations or the associated Web Site's Terms of Service; may not contain any reference to any third party trademarks, names or third party logos or any copyrighted components; and cannot contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses. Entries not in compliance with the Entry Guidelines may be disqualified.

4. **Judging Criteria:** Submissions will be judged by Rent the Runway's prom committee (the "Judges") based on the following criteria (the "Criteria"):

- Display of school/town pride and effectiveness of showing how your school was impacted by Hurricane Sandy and is inspiring or unique: 50%
- Creativity: 25%
- Originality: 25%

Note that the number of times a school is entered in the Competition will not impact the opportunity for that school to be selected as a finalist as entries will be judged solely based on the Criteria.

Three to five finalist entries will be selected by the Judges based on the Criteria no later than March 25, 2013. Prior to announcing the three to five finalists on March 25, 2013, Rent the Runway will contact

each of the finalists and the finalist schools to confirm the schools consent to participating in the Competition and willingness to agree to the terms necessary to proceed with the event. If a school, is not interested in participating in the Competition or is unable to agree to the terms, the Judges will determine another finalist based on the Criteria. Judges will determine finalist eligibility in their sole and absolute discretion. The selection made by the Judges will be final.

Sponsor reserves the right to reject any entry that it believe may infringe on or otherwise violate the rights of any third parties or that does not comply with these Rules.

**5. How To Vote:** Voting on the finalist entries will start at 9 a.m. EST on March 25, 2013 and end at 11:59 p.m. EST on March 29, 2013 (the "Voting Period"). To vote, simply go to the [Entry Site](#), where you will be redirected to a special link on Rent the Runway Facebook page to submit your vote (this link will only be active during the Voting Period). Each visitor to the [Entry Site](#) can vote once per day during the Voting Period. The winner will be determined by the most votes received during the Voting Period. In the event of a tie, the Judges will select the winning school based on the Criteria. The winning school will be announced no later than April 5, 2013. As a condition to being selected as a finalist or the winning school, such finalists and the winning school may be required to sign and return such consents and waivers as required by Sponsor, which may include, without limitation, an assignment of their Submission, affidavit of eligibility and liability and publicity release and waiver, consenting to the use of their name, voice and likeness for Competition purposes without further compensation, unless prohibited by law.

**6. Grand Prize Details:** One (1) Grand Prize winner will receive a Styling Party (as defined below) and Prom Event (as defined below) for his/her high school. Styling Party date will be in the month of April, with the exact date to be decided upon by both Rent the Runway and school administrators. Prom Event date is subject to winner's school's calendar. The location for both events will be decided upon by both Rent the Runway and school administrators. All expenses for items not specifically mentioned herein are solely the responsibility of winner and students of the winning high school.

"Styling Party" will include:

- One (1) dress donation per female Prom attendee from Rent the Runway's retired dress inventory. This does not include free rentals from the Rent the Runway website.
- One (1) tuxedo rental per male Prom attendee from The Men's Wearhouse
- Beauty tutorial services will be provided by Lancôme and Drybar

"Prom Event" will include:

- Celebrity musical performance
- DJ
- Venue
- Decorations
- Light refreshments
- Photographer

In addition, the winning school is solely responsible for providing the necessary supervision and security at the Prom Event and parents of the winning high school students are solely responsible for the supervision and oversight of such students before and after the Prom Event.

**7. Transfer of Ownership to Rent the Runway:** As condition of entry into this Competition and by entering a Submission, you represent and warrant that you are the exclusive owner of all of the rights to the Submission you submit, that you have all rights necessary to transfer ownership of the Submission to Sponsor, and that the Submission is wholly original, was legally created and does not infringe on the intellectual property or any other rights of any third party. Also as condition of entry into this Competition and by entering a Submission, each entrant consents to irrevocably assign and transfer to the Sponsors any and all rights, title and interest in and to their Submission, including but not limited to all intellectual property rights. Without limiting the foregoing, submission of any entry grants Rent the Runway the right to use, publish, adapt, assign, sell, license, edit, dispose of, or modify the Submission (or any portion of the submission) in any way, in commerce and in any media worldwide without additional compensation to the entrant, except for the prize to winner as determined in accordance with these Rules. An entrant may be required to sign a release to that effect.

**8. Indemnifications and Releases:** By entering the Competition, you agree to defend, indemnify and hold Sponsor and each of their directors, officers, agents, equity holders and employees, harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your violation of any third party right, including without limitation any copyright, trademark, property, or privacy right, or breach of these Rules. The winning school and all participants at the Prom Event and the Styling Event will be required to agree to release, discharge, indemnify and hold harmless Sponsor, and the officers, employees and agents of each, from and against any claims, damages or liability (including reasonable attorneys' fees) due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Competition-related activity or participation in this Competition.

**9. Sponsorship and Limitations of Liability:** This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Rent the Runway, as the official sponsor, and not to Facebook. Sponsor, its service providers, their respective parent companies, affiliates, subsidiaries, advertising and Competition agencies, and all of their agents, officers, directors, shareholders, employees, and agents (collectively "Released Parties") disclaim any responsibility for incorrect or inaccurate entry of entry information, human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, inability to access any web site or download materials, damage to a user's computer system (hardware & software) due to participation in this Competition, or late, lost, incomplete, misdirected or mechanically reproduced entries. If in the opinion of Sponsor, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Competition, or if technical difficulties compromise the integrity of this Competition, Sponsor reserves the right to terminate this Competition, and award the prize from among all eligible, non-suspect entries received as of the action requiring such termination. Any attempt to deliberately damage any web site or undermine the legitimate operation of the Competition is unlawful and subject to legal action by the Sponsor or its designees. Entrants agree to hold harmless the Released Parties from and against all claims and damages arising in connection with their participation and/or entry in this Competition and/or the awarding or use of any prize awarded.

**10. Collection and Use of Information:** By submitting your entry you agree that Sponsor may publish any entries (ie: photos, videos or written copy) to the RenttheRunway.com website, social networks and to YouTube and further agree that Sponsor may contact you via email about this contest as well as other Competitions and events conducted by Sponsor or that Sponsor believes would be of interest to you.

Sponsor will require that the winning entrant's school and all attendees at the Styling Event and the Prom Event agree for Sponsor to use the winning school's and participant's name, photographs taken in connection with the events, likeness, statements, biographical information, voice, and address (city and state) worldwide in all forms of media, in perpetuity, without further compensation. As stated above, the Competition is not open to Minors without the express consent of and agreement to these rules by a parent or legal guardian. Rent the Runway is committed to complying with all aspects of the Children's Online Privacy Protection Act. Rent the Runway does not knowingly collect or solicit personally identifiable information from anyone under the age of 13 or knowingly allow such persons to enter the Competition. If you are under 13, please do not attempt to enter the Competition or send any personally identifiable information about yourself to us. No one under age 13 may provide any personally identifiable information to Rent the Runway. In the event that we learn that we have collected personal information from a child under age 13 in the Competition without verification of parental consent, we will delete, erase or destroy any and all personally identifiable information that is obtained from the entries following the conclusion of the Competition. If you believe that we might have any information from or about a child under 13, please contact us.

**11. Compliance with Law; Taxes:** This Competition is subject to all applicable federal, state and local laws. It is void where prohibited. All federal, state or other tax liabilities (including income tax) arising from this Competition will be the sole responsibility of the winning school and the winning school's students.

**12. Official Rules and Finalist List and Winner:** For an additional copy of these Rules or the names of the finalist or winner, send a self-addressed stamped envelope to: Rent the Runway, 163 Varick St, 5th floor, New York, NY 10013, attention: Win a Dream Prom Rules or Winners List.

**13. Disputes:** Except where prohibited, entrants agree that: (1) any disputes, claims and causes of action arising out of or connected with this Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in New York County, New York; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant, shall be determined by Sponsor in its sole discretion and governed by the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York.

**Sponsor:** Rent the Runway, 163 Varick St, 5th floor, New York, NY 10013

**Questions:** Please email [winaprom@renttherunway.com](mailto:winaprom@renttherunway.com) or call 1-800-509-0842.