

Power of She Official Rules

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

1. Eligibility: Power of She (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Athleta Inc., S&P Yard Inc, Mekanism Inc. dba Epic Signal, HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Athleta Inc., 2100 South McDowell Blvd., Petaluma, CA 94954. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on August 1, 2016 at 12:00 a.m. Pacific Time ("PT") and ends on August 22, 2016 at 11:59 p.m. PT (the "Promotion Period"). The servers of Twitter and Instagram are the official time-keeping devices for the Sweepstakes.

4. How to Enter: To participate you must have an account on Twitter or Instagram (a "Social Account"). Both Social Accounts are free, but subject their terms of service: <https://twitter.com/tos> or <https://www.instagram.com/about/legal/terms/>. Your account settings must be set to "unprotected" and/or "public" in order for your Tweets or posts to be viewable by Sponsor and its agents. **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering through any Social Account via a mobile device using your wireless carrier's network, standard data charges from your wireless carrier may apply.

During the Promotion Period, to get an entry, tweet or post a photograph of you and your girlfriends breaking a sweat and include the hashtag #athletacontest.

Your Tweet/post and its included content will hereafter be referred to as your Submission. Your Submission must be your original work. You must have the permission of all other individuals in your Submission to be included and to grant the rights set forth in Section 6. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may, but is not required to, contain appropriate emojis, text or a caption. Your Submission must not be a selfie or of you alone. Your Submission must not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor or any other person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. You automatically will receive one (1) entry into the Sweepstakes for your qualified Submission. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

Limit: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same Social Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Social Account, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Social Account used to register 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 used to create the Social Account. The potential winner may be required to show proof of being the authorized account holder.

5. Sponsor’s Use of Submissions: Tweeting/Posting a Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around August 24, 2016. The potential winner will be notified by @Athleta through the Social Account by which he/she entered and winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release (“Declaration”) which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Prize: ONE (1) GRAND PRIZE: A trip for winner and up to four (4) guests to Santa Monica, CA. Trip package includes round trip, coach-class air transportation for five (5) from a major airport near winner’s home (determined by Sponsor in its sole discretion) to Los Angeles, CA; four (4) nights’ accommodations at a hotel determined by Sponsor in its sole discretion (two rooms, double occupancy and one room, single occupancy); ground transportation to and from destination airport and hotel; half-day private surfing session for five (5) (including a professional instructor, round trip transportation from hotel, lunch and all equipment); \$2,000 check for spa services; \$100 in Athleta apparel for winner and each guest; \$8,979 check to winner to help defray the tax liability; and travel agent services. Winner must complete the trip by June 30, 2017 or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor’s airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, rental car, meals, ground transportation, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companions must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, one of the travel companions must be winner’s parent/legal guardian. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner’s proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor’s sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if the surfing session is delayed, postponed or cancelled for any reason, in which that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor’s sole discretion. Approximate Retail Value (“ARV”):

\$30,429.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize or a component thereof for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

8. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, S&P Yard Inc, Mekanism Inc. dba Epic Signal, Administrator, Twitter, Inc., Instagram, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9 Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter/Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole 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. 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 the Official Rules of this 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.

11. Limitations of Liability: The Released Parties are not responsible 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) late, lost, undeliverable, damaged or stolen mail; or (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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the 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, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-

pocket costs incurred, including costs associated with entering this Sweepstakes, 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 Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <http://athleta.gap.com/customerService/info.do?cid=44962#privacyPolicy> and to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

14. Winner List: For a winner list, visit <http://bit.ly/28LX31B>. The winner list will be posted after winner confirmation is complete.

15. Name Removal Notification System: If you would like your name removed from Sponsor's mailing list, please call 1-877-328-4538 and your name will be removed within 60 days of the request.

© 2016 HelloWorld, Inc. All rights reserved.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc./Instagram, LLC.