

OFFICIAL CONTEST RULES FOR
TALENTHOUSE BCBGMAXAZRIA SPECIAL EDITORIAL 2013
MODEL CONTEST
OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A purchase or payment will not improve your chances of winning. The Talenthouse BCBGMAXAZRIA Special Editorial 2013 Model Contest (the "Contest") entry period begins at 12:00 PM Pacific Standard Time ("PST") on February 6, 2012 and ends at 11:59 PM PST on March 21, 2012 (the "Entry Period"), when all entries must be received. Pacific Standard Time shall control for all purposes of this Contest. Sponsor's clock shall be the official timekeeper for the Contest. The Contest is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. Void where prohibited.

1. Eligibility. The Contest is open only to those legal residents of the 50 United States who are at least the age of majority in their jurisdiction at the time of entry. Proof of residency and age may be required. Employees of Sponsor, its subsidiaries, divisions, affiliates, clients, and advertising or promotional agencies or partners, and the immediate family and household members of such individuals, are eligible to enter or win, but such individuals will not be given any special treatment or preference by virtue of their employment with Sponsor its subsidiaries, divisions, affiliates, clients, and advertising or promotional agencies or partners, or relationship to such individuals. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Contest or receive the prize, entrant must fully comply with the Official Rules, the [Terms and Conditions](#) and [Privacy Policy](#) and, by entering the Contest, entrant represents and warrants that entrant agrees to be bound by these Official Rules, the [Terms and Conditions](#) and [Privacy Policy](#), and the decisions of the Sponsor-designated judges, whose decisions shall be binding and final in all respects relating to this Contest.

2. How to enter. To enter the Contest, during the Entry Period, visit www.talenthouse.com (the "Contest Site") and follow the entry instructions, which will require, among other things, that entrant create and submit via the mode of submission set forth on the Contest Site, one the following: (A) Two (2) portfolio photographs (with the dates photographs were taken) consisting of one (1) headshot and one (1) full-length shot with the entrant wearing any BCBGMAXAZRIA dress of entrant's choice; and/or (B) One (1) video of entrant explaining why entrant should be the next BCBGMAXAZRIA model demonstrating their chic, individuality and confidence. (The photographs and video submitted by entrant are collectively referenced herein as the "Work"). By entering and submitting the Work, entrant agrees that entrant has read and consents to be bound by these Official Rules, the [Terms and Conditions](#) and [Privacy Policy](#). Sponsor or its designated representatives reserve the right to disqualify and remove any Work that does not conform to these Official Rules, the [Terms and Conditions](#) or [Privacy Policy](#) as determined by Sponsor in its sole discretion. Sponsor will not notify entrant whether a Work has been disqualified and removed. Each Work must also comply with the following requirements:

- (a) Each Work must meet the technical requirements for uploading set forth on the Contest Site.
- (b) The Work must be entrant's own original work, created solely by entrant; must not have been previously published, released or distributed in any form; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
- (c) Except as set forth on the Contest Site, the Work must not contain or reference any names, products or services of any company or entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service.
- (d) If any persons appear or are referred to in the Work, entrant is solely responsible for obtaining, prior to submitting entrant's Work, any and all releases and consents necessary to permit the exhibition and use of the Work by Sponsor. If any person appearing in any Work is under the age of majority in their jurisdiction of residence, the signature of a parent or legal guardian is required on each release.
- (e) Any Work that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or any Work that otherwise contains inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsor's sole and unfettered discretion.
- (f) The Work must not contain any personally identifiable information of any person other than entrant. Should entrant include personally identifiable information about entrant in the Work, entrant acknowledges and agrees that such information will be disclosed publicly and entrant is solely responsible for any consequences thereof.
- (g) Entrant may not be (nor may entrant work with parties in conjunction with the Work who are): 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display entrant's Work in any media form; 2) subject to an acting or modeling contract that would make entrant's/their appearance in the Work a violation of any third-party rights; or 3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the Work worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations. Sponsor reserves the right in its sole and unfettered discretion to disqualify any Work that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules, the [Terms and Conditions](#) or [Privacy Policy](#). The decisions of Sponsor on this and all matters pertaining to the Contest shall be final and binding.

ALL ENTRIES MUST BE RECEIVED BY 11:59 PM EST ON March 21, 2012. Limit one (1) entry per person throughout the Entry Period. Entries by the same person in excess of the limits stated herein will be disqualified. Entries submitted will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "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 organization (e.g., business, educational institution, etc.) that is responsible for assigning

email addresses for the domain associated with the submitted email address. Upon receipt, all submissions shall be licensed to Sponsor as set forth below and will not be acknowledged or returned.

3. Prizes.

(a) One (1) Grand Prize Winner will receive a prize consisting of an appearance in a BCBGMAXAZRIA Spring 2013 campaign, a photo shoot and a selection of BCBGMAXAZRIA clothing. The approximate retail value ("ARV") of the Grand Prize is \$5,000. All ARVs are in U.S. dollars.

(b) Ten (10) Semi-Finalist Winners will receive one (1) roundtrip airline ticket to Los Angeles, CA (unless the selected Semi-Finalist Winner lives within 200 miles of Los Angeles, in which case roundtrip ground transportation will be provided), and a two (2) night stay in one hotel room in Los Angeles, CA from April 18 to April 20, 2012. All travelers must possess required travel documents. All travel and accommodation will be booked by Sponsor and all such accommodations and travel shall be at Sponsor's sole discretion. Other restrictions may apply. All costs not mentioned herein are the responsibility of the Semi-Finalist Winners (i.e., ground travel, meals, entertainment, spending money, or any additional prize not specified herein). Certain restrictions may apply. The ARV of each Semi-Finalist Prize is \$1,000.

(c) One (1) Highest Voted Winner will receive a prize consisting of an appearance on certain BCBGMAXAZRIA social media, and a selection of BCBGMAXAZRIA clothing. The ARV of the Highest Voted Prize is \$1,000.

No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any prize by any winner is permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). In the event the ARV of a prize is different from the actual retail value of that prize, the difference will not be awarded in cash. Applicable federal, state and local taxes are the sole responsibility of winner. Any portion of the prize not accepted or unclaimed and/or unused by any winner will be forfeited and will not be substituted. In no event will more than the stated number of prizes be awarded.

4. Selection of Winners.

(a) Grand Prize Winner and Semi-Finalist Winners. On or about April 5, 2012, the Semi-Finalist Winners will be selected by the Sponsor-designated judges from among all eligible entries received on the basis of: (i) substance; (ii) creativity; and (iii) originality. Based on the above criteria, each of which will be given equal weight, the ten (10) eligible entrants with the highest cumulative score will be selected as the Semi-Finalist Winners. After the Semi-Finalist Winners' acceptance and participation in the Semi-Finalist Prize and photo shoot on or about April 18 to April 20, 2012, one (1) Grand Prize Winner will be selected by the Sponsor-designated judges on or about May 8, 2012 from among all eligible Semi-Finalist Winners on the basis of: (i) substance; (ii) creativity; and (iii) originality, each of which will be given equal weight. Odds of winning depend on the nature, quality and number of eligible entries received. Decisions of judges are

final and cannot be appealed. In the event of a tie, the entrant involved in the tie with the highest combined creativity/originality score will be selected.

(b) Highest Voted Winner. For seven (7) days after the conclusion of the Entry Period, all eligible entries will be displayed on the Contest Site for public voting by the Talenthouse community on the basis of: (i) substance; (ii) creativity; and (iii) originality. Based on the above criteria, each of which shall be given equal weight by the Talenthouse community, the top ten (10) highest voted submissions (the "Highest Voted Submissions") shall be submitted to a second round of public voting by the Talenthouse community, on or about April 30, 2012, on the basis of: (i) substance; (ii) creativity; and (iii) originality. Based on the above criteria, each of which will be given equal weight by the Talenthouse community, the Highest Voted Submission will be selected as the Highest Voted Winner. Odds of winning depend on the nature, quality and number of eligible entries received. Decisions of judges are final and cannot be appealed. In the event of a tie, the Highest Voted Submission with the highest combined creativity/originality score will be selected.

5. Winner Notification. On or about April 6, 2012, the selected potential Semi-Finalist Winners and the selected potential Highest Voted Winner will be notified by mail, phone and/or e-mail, at Sponsor's discretion, using the information provided by each potential winner. On or about May 9, 2012, the selected potential Grand Prize Winner will be notified by mail, phone and/or e-mail, at Sponsor's discretion, using the information provided by the potential winner. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by potential winner for any reason. In Sponsor's sole discretion, selected potential winners may be disqualified and required to forfeit the prize, and alternate potential winners may be selected in accordance with these Official Rules from among the remaining eligible entrants if the selected potential winner(s): (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the potential winner or winner notification is returned as undeliverable; (ii) declines or cannot accept, receive or use the prize for any reason; (iii) is found to be ineligible to enter the Contest or receive the prize; or (iv) cannot or does not comply with these Official Rules, the [Terms and Conditions](#) or [Privacy Policy](#). Sponsor is not obligated to leave voice mail, answering machine, or other message. Selected potential winners will be required to complete and return (as directed by Sponsor) a Declaration of Eligibility, Release of Liability, Publicity Release, and Copyright Transfer (where permitted by law)(collectively, the "Declaration") within Seven (7) days of the date specified in notification or, in Sponsor's sole discretion, prize may be forfeited and an alternate winner may be selected in accordance with these Official Rules from among the remaining eligible entrants. Sponsor reserves the right to modify the notification and Declaration procedures in connection with the selection of alternate winners, if any.

6. Publicity Release; Use of Personal Information. By accepting a prize, each winner agrees and acknowledges that Sponsor and any of its designees, clients, sponsors, or licensees may, without any limitation or further compensation, use his/her name, voice, biographical data, likeness, picture, entry materials, photograph, Work (in whole or in part), city name and audio and/or video recording of him/her in any and all media now known or hereinafter devised, throughout the universe and in perpetuity, for the

purpose of advertising and promoting the Contest or for any other promotional purpose, except where prohibited by law. By participating in the Contest, entrants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Contest and awarding the prize and as set forth in the [Privacy Policy](#).

7. Grant of Rights. By entering the Contest, entrants irrevocably grant Sponsor, its subsidiaries, divisions, affiliates, designees, clients, sponsors, licensees, and advertising and promotional agencies, an unlimited, worldwide, perpetual, non-exclusive, royalty-free, unconditional license and absolute right to edit, modify, adapt, distribute, stream, post, publish, broadcast, reproduce, store, copy, transmit, publicly display, exhibit, exploit and/or otherwise use the Work (in whole or in part) and copyrights therein, in any way and in any and all media, in Sponsor's (or its subsidiaries', divisions', affiliates' clients', sponsors', licensees', and/or advertising and promotional agencies') sole discretion, including but not limited to, the posting of any Work (in whole or in part) on social networking sites or any websites owned or operated by Sponsor or its subsidiaries, divisions, affiliates, designees, clients, sponsors, licensees, and advertising and promotional agencies. Upon Sponsor's request, entrants agree to sign any and all legal forms deemed necessary by Sponsor to irrevocably assign, convey and transfer to

Sponsor (and/or Sponsor's subsidiaries, divisions, affiliates, designees, clients, sponsors, licensees, and advertising and promotional agencies) any and all right, title and interest in and to the Work, including without limitation, all copyrights associated therewith.

8. Representations and Warranties/Indemnification. By entering this Contest, entrants represent and warrant as follows: (i) the Work is entrant's own original work and was created solely by entrant for the purpose of entering the Contest, (ii) the Work, as of the date of submission, is not the subject of any actual or threatened litigation or claim, (iii) the Work has not been previously published, distributed or otherwise exploited, (iv) the Work does not and will not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity, and (v) the Work does not and will not violate any applicable laws. Each entrant hereby agrees to indemnify and hold the Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, subsidiaries, designees, clients, sponsors, licensees, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder. If Contest is open to minors, and if entrant is a minor in their jurisdiction of legal residence and is selected as a potential winner, prior to issuance of any prize, such minor entrant's parent or legal guardian will be required to acknowledge all of the foregoing in writing on the minor's behalf and will be required to further acknowledge that the minor and parent/legal guardian shall be bound thereby.

9. No Tampering, Right To Cancel, Modify. Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, designees, clients, sponsors, licensees, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award

any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in the Contest or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be: (a) tampering with the entry process or the operation of the Contest, or with any website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest multiple times through the use of multiple e-mail addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest promotion, including the entire Contest promotion, and/or modify the Contest and/or award the prize based upon the criteria set forth in these Official Rules from all eligible entries received as of the termination date.

10. Release of Liability; Disclaimer of Warranty; Forum Selection Clause. By participating in the Contest, entrants and winners agree to release and hold harmless Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, designees, clients, sponsors, licensees, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Contest, or possession, acceptance and/or use or misuse of the prize or participation in any Contest-related or prize-related activity and for any claims or causes of action based on publicity rights, copyright, trademark, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Contest. Entrants and winners acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof, including, but not limited to, express warranties provided by the supplier of the prize (or any component thereof) or their affiliates. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of

California. In addition, any dispute relating to the Contest (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Los Angeles County, State of California. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

11. Sponsor: Talenthouse, Inc., 542 High St., Palo Alto, CA 94301.

12. Winner List. To obtain a copy of the winners' list, available after May 9, 2012, send a self-addressed, stamped envelope to: Talenthouse, Inc., BCBG MAXAZRIA Contest, 542 High St., Palo Alto, CA 94301, for Sponsor's receipt by June 9, 2012.