

#EmbraceAmbition Perry Tote Instagram Contest
Official Rules

No purchase necessary to enter or win. Odds of winning depend upon the total number of eligible entries received.

The #EmbraceAmbition Perry Tote Instagram Sweepstakes (“Sweepstakes”) entry period begins on March 1, 2020 at 9:00AM Eastern Time (“ET”) and ends on March 2, 2020 at 6:00 PM ET (the “Contest Period”), when all entries must be received. Eastern Time shall control for all purposes of this Sweepstakes. Sponsor's clock shall be the official timekeeper for the Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state and local laws. Void where prohibited.

THE SWEEPSTAKES IS IN NO WAY ENDORSED, SPONSORED OR ADMINISTED BY OR ASSOCIATED WITH INSTAGRAM, LLC. YOU ARE PROVIDING YOUR INFORMATION AND YOUR SUBMISSION TO TORY BURCH LLC AND NOT TO INSTAGRAM

1. Eligibility

The Sweepstakes is open 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. Proof of residency and age may be required prior to award of any prize. Employees of Tory Burch LLC (“Sponsor”), Tory Sport and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies 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 federal, state, and local laws and regulations.

2. Sponsor

The Sweepstakes is sponsored by Tory Burch LLC, located at 11 West 19th Street, New York, N.Y. 10011.

3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweeps. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. How to Enter

The Sponsor will post the #EmbraceAmbition Perry Tote Sweepstakes to Instagram (www.instagram.com/toryburch) on March 1, 2020. To enter, Entrants (“Entrants”) must:

- 1) Follow @toryburch and @toryburchfoundation on Instagram; and
- 2) Comment on the Tory Burch #EmbraceAmbition Perry Tote Sweepstakes Instagram post on [either @toryburch or @toryburchfoundation](#) March 1, 2020 through March 2, 2020 tagging at least one additional Instagram user and adding the hashtag “#embraceambition” (an “Entry”).

Each entrant may post more than one Entry. Although it is free to enter, standard message and data charges may be incurred if an Entrant uses a mobile device to submit an Entry.

5. Winner Selection and Notification

One winner will be selected randomly from all eligible Entries properly submitted in this Sweeps. On or about March 2, 2020, the Sponsor will randomly select one entry as a potential winner. The potential winner must comply with these Official Rules in order to be eligible to claim the Prize and be named a Winner (“Winner”).

6. Prize

The Winner will receive two (2) Totes valued at \$348 each (the “Prize”). Prize is nontransferable, except at Sponsor’s sole discretion and is subject to availability and eligibility. No substitution of Prize or transfer/assignment of Prize or request for the cash equivalent by Winner is permitted. Any and all Prize related expenses, and/or any and all federal, state, and/or local taxes shall be the sole responsibility of the Prize Winner.

7. Winner Notification

The Sponsor will attempt to notify the potential winner through Instagram direct message on or about March 2, 2020. If the potential winner does not respond within seventy-two (72) hours, the Sponsor may select from the remaining submissions an alternate potential winner in his or her place. The potential winner will be required to complete, electronically sign and submit a declaration of compliance (“Declaration of Compliance”) within one (1) week of the date of notice or attempted notice is sent, in order to claim the Prize. In the event (a) the potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by potential winner in its entry form or the winner notification is returned as undeliverable; (b) the potential winner declines or cannot accept, receive or use the Prize for any reason; (c) the potential winner is found to be ineligible to enter the Sweepstakes or receive the Prize; (d) the potential winner cannot or does not comply with the Official Rules; or (e) the potential winner fails to submit or fulfill the obligations of the Declaration of Compliance, then the potential winner shall be disqualified from the Sweepstakes and Sponsor will award the Prize to an alternate winner from among all remaining eligible entries. Only one (1) alternate winner will be selected, after which the Prize will remain un-awarded. The Prize will be fulfilled within one month after the conclusion of the Sweepstakes.

8. No Tampering; Right to Cancel or Modify

Neither Sponsor nor Instagram nor their respective parent companies, owners, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, directors or members shall 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, including but not limited to, inactive email accounts or an Entrant's failure to monitor its email account; (c) Entrants who have committed fraud or deception in entering or participating in the Sweepstakes 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 the 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 the Prize or resulting from participating in this promotion 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 Sweepstakes, or with any website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email 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 Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes promotion, including the entire Sweepstakes promotion, and/or modify the Sweepstakes and/or award the Prize in a random drawing from all eligible entries received as of the termination date. All interpretations of these Official Rules by Sponsor and decisions of Sponsor are final and binding. Sponsor reserves the right to update or modify these Official Rules, if necessary, for clarification purposes, without materially affecting the terms and conditions of the Sweeps.

9. Release and Limitations of Liability; Disclaimer of Warranty

By participating in the Sweepstakes, Entrants and Winners grant Sponsor (and any and all of Sponsor's subsidiaries and affiliates, successors and assignees and licensees), where permitted by law, without further notice, the worldwide irrevocable right and license to use entrants' and Winners' names, Instagram handles, hashtag, comments, contents of the Entries, and other biographical information or likeness and prize information in any and all media worldwide and to copy, edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, adapt, publish, distribute, exploit, and use the content of and elements embodied in the Entry, in commerce and in any and all media worldwide, without limitation or compensation to you in perpetuity. Submission of an Entry further constitutes entrant's consent to irrevocably assign and transfer to the Sponsor and its affiliates any and all rights, title, and interest in and to the Entry and the concepts embodied therein. Such rights, title and interest shall include, but are not limited to, all intellectual property, sales and licensing rights.

By participating in the Sweepstakes, Entrants and Winners further agree to (a) be bound by these Official Rules and by the interpretations of these Official Rules by Sponsors, and by the decisions of Sponsors, which are final in all matters relating to Sweepstakes; and (b) release and hold harmless Sponsor and Instagram and their respective parent companies, owners, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, directors and members (the "Released Parties"), from any and all claims, injury, damages, or 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, in preparation for, or as a result of participation in, the Sweepstakes, or possession, acceptance and/or use or misuse or redemption of the Prize or participation in any Sweepstakes-related or Prize-related activity and for any claims or causes of action based on publicity rights, defamation invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action, and/or 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 in connection with this Sweepstakes. 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 the Prize or any component thereof.

10. Disputes

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 Sweepstakes, shall be resolved individually, without resort to any form of class action, and 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. In addition, any dispute relating to the Sweepstakes (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in New York, New York. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have. Any and all claims, judgment and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees, and 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.

11. Privacy

Information collected from Entrants is subject to Sponsor's Privacy Policy, <https://www.toryburch.com/content-privacy/content-privacy.html>

12. Winner List

To request the names of the Winners, send a self-addressed stamped envelope to Tory Burch LLC, 11 West 19th St, New York, N.Y. 10011. Winner List requests will only be accepted after the promotion end date (listed above). All Winner List requests must be received by April 1, 2020.