

**(COTTON ON FOUNDATION) (LADY GAGA MEET N GREET) – Giveaway
Terms and Conditions**

1. The promoter of this promotion is **Cotton On USA Inc (FEIN: 27-0788480)** (“the Promoter”) of 16511 Trojan Way, La Miranda, CA 90638
2. Entry is free and open to legal residents aged +18 years or older in the (50) fifty United States of America. Employees of the Promoter, it’s associated entities and their immediate families and the suppliers and agencies associated with this competition are ineligible to enter.
3. This competition commences on Wednesday 27th September 2023 at 12am PT and ends at 11:59pm PT 10th October (“Competition Period”). Entrants may enter as many times as they like. Late, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected responses will be deemed invalid.
4. To enter this competition entrants must, during the Competition Period:

Step 1. Follow or be following @cottonon_usa and @btwfoundation on Instagram;

Step 2. Share a photo to your Instagram feed, wearing the official Born This Way Foundation x Cotton on Foundation product range.

Step 3. Tag @cottonon_usa and @btwfoundation in the post.

Completing Steps 1-3 forms a valid “Submission”. Entrants must ensure that they’re Instagram profile is set to public.

5. Each Submission will be reviewed and judged by a panel of the Promoter’s marketing and communications personnel (“Panel”). The Panel will judge each response according to how funny, imaginative, relevant, creative and inspiring it is. Number of Likes and Comments of the entries under the submissions will not determine the winners, but may influence the Panel’s decision when determining the final winners. All decisions of the Panel are final and no discussions or correspondence will be entered into.
6. The prizes will be awarded to entrants who submit the most relevant, creative, funniest, imaginative and inspiring comment as judged by the Panel.
7. There will be ten (10) winners based on who submits the most creative, imaginative, and inspiring Submission as judged by the Panel.
8. The winners will be determined by 7am PT 12th October 2023 and will each be notified by Instagram Direct Message on the same day. Winners are required to respond to the Promoter’s Instagram direct message within five (5) days or they may forfeit the prize.

9. The ten (10) winners will each receive:
 - a. Exclusive entry to a meet and greet with Lady Gaga for them and a plus one (1).
 - b. \$750 prepaid debit card, non-refundable for cash. To be used for travel and accommodation expenses.

The prize is valued at \$5,750.00. The total prize pool is valued at \$57,500.

10. By entering this competition entrants agree to allow the Promoter to repost their Submission on the Promoter's Facebook, Twitter or Instagram accounts, the Promoter's website (www.cottonon.com/us/) and within the Promoter's electronic direct mail (EDM) communication pieces.
11. The Promoter is not liable for any other additional costs associated with winning this competition or the prizes that comprise this competition.
12. If any prize remains unclaimed after 7 days of the winning Submissions being announced, then the Promoter may deem that the prize winners is ineligible to receive the prize.
13. In the event that the Winner does not claim the prize in accordance with clause 12, the Promoter reserves the right to choose a new winner ("New Winner") from the remainder of the Entries and substitute another item or event of equal or lesser value for the Winner's prize, as determined by the Promoter at its sole and absolute discretion.
14. The New Winner will be picked based on how imaginative, creative, relevant and inspiring the entry is from all the remaining Entries on 19TH October 2023. The New Winner will be notified by Instagram direct message on the same day. The New Winner must respond to the Promoter's message within seven (7) days.
15. Prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in the value of prizes. Where a prize is unavailable for any reason, the Promoter may substitute another item of equal or lesser value for that prize as determined by the Promoter.
16. Information regarding prizes and how to enter forms part of these terms and conditions. Entry into the competition is deemed an acknowledgement and acceptance of these terms and conditions.
17. The Promoter reserves the right, at any time, to verify the validity of entries and the identity of entrants. Proof of entry and identity will only be deemed as sufficient at the discretion of the Promoter.

18. If this competition is interfered with in any way or is not capable of being properly conducted due to any reason beyond the reasonable control of the Promoter, the Promoter reserves its rights to disqualify any entrant or to modify, suspend, terminate, or cancel this competition, to the extent permitted by law.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent permitted by law).
20. All Submissions will be the property of the Promoter. The Promoter may use the name and any photos from the Submission for promotional, marketing and publicity purposes without compensation. By participating in this competition, each entrant assigns to the Promoter the whole of the copyright in their entries and, to the extent permitted by law, waives his or her moral rights in respect of it. Upon entering their Submission, each entrant warrants that the posting and use of their Submission on Facebook does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights.
21. Personal information provided by entrants will be used by the Promoter for the purpose of conducting this competition and otherwise in accordance with contestants' consent. The Promoter may disclose entrant's personal information to its contractors and agents in relation to the conduct of this competition. The Promoter's privacy policy is available at www.cottonon.com.
22. This promotion is in no way sponsored, endorsed, administered, or associated with Instagram. By entering, entrants agree to hold harmless, defend and indemnify Instagram from and against any claims, demands, liability, damages or causes of action, losses or costs arising out of their participation in the promotion.
23. The Promoter reserves the right to extend the Competition Period at any time.