

## Official Rules

### **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. For the purposes of these terms and conditions, sweepstakes and contests shall together be referred to as “**Promotion(s)**”. These are the Official Rules for all Promotions sponsored by Top Shop/Top Man Limited d/b/a Topman (“**Sponsor**”). By entering the Promotion, you agree to be bound by the Official Rules and the decisions of Sponsor, which are final and binding.
2. The Promotion is open to residents of the United States (excluding those resident in Rhode Island) only, except for employees of the Arcadia Group, their families, agencies or anyone else associated with this Promotion. Unless otherwise set out in the Promotion Rules, entrants must be 16 years of age or older. If you are under 18 or the age of majority in your state of residence you must obtain consent from your parent/guardian to enter the Promotion. By entering into the Promotion you confirm that you have this consent.
3. Please see the Promotion Rules for details on how to enter, the opening date and the closing date. All entries must be received by the closing date or they will not be counted. If the method of entry requires any action on any social media channel, you must be registered on the social media channel in order to enter the Promotion. If the Promotion is running in-store, the Promotion will only be open during store opening hours.
4. The number of winners and the basis upon which they shall be chosen is set out in the Promotion Rules. The winner(s) will be notified by phone, email or private message on social media (as applicable depending upon the entry method) within a maximum of 7 days of being chosen. The Sponsor’s decision will be final and no correspondence will be entered into.
5. The number of prizes, the average retail value of the prize(s) and the details of the prize(s) is set out in the Promotion Rules. Odds of winning the prize depend on the total number of eligible entries received. The winner will be responsible for all expenses not specified in the prize description in the Promotion Rules.
6. If the prize includes travel the following shall apply (unless stated otherwise in the Promotion Rules):
  - a. All travel shall be economy class. All flights shall depart from a London airport of the Promoter’s choice. Travel to and from the airport will not be included in the prize.
  - b. All hotels shall be 4\* and all rooms shall be twin rooms on a bed & breakfast basis.
  - c. The winner(s) (and any travel companion(s)) may be required to provide appropriate government issued photo identification (such as a valid passport) at the time of travel, and are solely responsible for determining and obtaining all necessary travel documents and complying with all other travel requirements. No changes will be made to travel itinerary or other travel details once any portion of travel arrangements have been made, except at the Sponsor’s sole discretion. The Sponsor is not responsible for changes in schedule or for any expenses incurred as a consequence of flight cancellation/delay.
  - d. Any person travelling as companion of the winner must also complete and return a liability and publicity release before the prize will be awarded. Minors may not travel as a companion of the winner unless the winner is the parent/legal guardian of the travel companion and has executed and returned a liability and publicity release on behalf of said minor travel companion. The winner and any travel

companion must also sign any other legal documents which Sponsor may require (including tax forms if applicable).

- e. The winner must bring a credit card for settlement of incidentals not included in the prize and the winner shall be responsible for all expenses not specified in the Promotion Rules.
  - f. If the winner is under 18 years of age, the winner must be accompanied by a responsible adult for the duration of the prize. In these circumstances, the accompanying adult will be responsible for all expenses not specified in the Promotion Rules.
7. If the prize includes a gift card then gift card terms and conditions apply.
  8. If your entry to the Promotion is a creative work (including but not limited to a photograph, quote, poem, drawing, slogan or design) (“Entry”), any Entry must be your own work and must not have been published elsewhere or have won a prize in any other similar promotion. It is your responsibility to ensure that any Entry submitted does not infringe the intellectual property rights or other rights of any third party or any laws. You warrant that the entry you submit is your own work and that you own the intellectual property rights in it. You will retain the rights of ownership in your Entry. However, in consideration of Sponsor providing the Promotion, you will grant Sponsor a worldwide, irrevocable, perpetual, royalty free, fully transferable license to publish, reproduce, distribute, display, perform, adapt and feature your Entry in any of Sponsor’s publications, websites, promotional activities and any other materials. Sponsor shall have the right to retain a copy of your Entry and is not obligated to return any such Entry to you.
  9. The prize is non-transferable, non-refundable and non-negotiable. There is no cash alternative. Income and other taxes, if any, on the value of the prize are the sole responsibility of the winner. Sponsor may issue a Form 1099 to the winner for the approximate retail value of the prize for any prizes of \$600 or more. The winner will be required to claim the prize by completing, signing and notarizing an affidavit of eligibility, a liability release and, except where prohibited by law, publicity release, which must be returned via mail or hand delivery within ten (10) business days of date of sender’s postmark.
  10. Failure of the winner to timely sign, notarize and return any required affidavit and release, or failure of the winner to claim his or her prize within 7 days by return phone call, email or private social media message (depending on the method of notification) or failure to comply with any term or condition of these Official Rules, will result in disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute drawing winner to be selected using the same method as the original winner was chosen from all remaining eligible entries received at the closing date.
  11. You must not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic, sexually suggestive or other inappropriate (at Sponsor’s sole discretion) pictures on any social media channel or website. Sponsor may, but has no obligation to, remove pictures that Sponsor determines in its sole discretion violates these Official Rules.
  12. Entries are limited to one per person. Late, illegible, incomplete, deface or corrupt entries will not be accepted. No responsibility can be accepted for lost entries, entries not submitted or not received due to a technical default. Entries must not be sent through agencies or third parties. In the event of a dispute in connection with the identity of the individual who submitted an online entry, the entry will be deemed to have been submitted by the authorized account holder of the email account identified on the entry form. The authorized account holder is deemed to be the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is

responsible for assigning email addresses for the domain associated with the submitted email address.

13. Sponsor reserves the right to substitute any prize (or any part of it) with an equivalent one of its choosing which has the same or greater value than the original prize in the event of circumstances outside of its control.
14. If you are the winner of a prize:
  - a. The receipt by you of the prize is conditional upon you complying with any and all applicable laws, rules and regulations including, without limitation, the Promotion Rules and these Official Rules;
  - b. You acknowledge and agree that neither Sponsor, nor any of its affiliated companies and promotional and advertising agencies, nor any of their respective employees, agents or subcontractors shall have any liability to you whatsoever in connection with your taking or use of the prize, or involvement in any prize-related travel or activity, to the fullest extent permitted by law; and
  - c. You acknowledge and agree that Sponsor makes no warranty, express or implied, regarding the prize, and that Sponsor expressly disclaims any implied warranties of merchantability or fitness for a particular purpose or use, to the fullest extent permitted by law.
15. By entering the Promotion the winner (except where prohibited by law and where the winner is a resident of the state of Tennessee) agrees to participate in such promotional activity and material as Sponsor may require, and except where prohibited by law, grants permission for Sponsor to use the winner's name, address (city and state/province) and/or likeness for advertising and trade purposes without further compensation, worldwide and in perpetuity, in any and all forms of media, now known and hereafter devised, including without limitation the Internet.
16. By entering the Promotion you agree that the data submitted by you can be used by Sponsor to contact you via email for permission to communicate with you thereafter. Sponsor will not share your details with third parties for marketing purposes. For more information on our privacy policy, please visit [insert privacy policy].
17. The Sponsor's decision is final and no correspondence will be entered into relating to the result of the Promotion. You can request a winner's list for 6 months after the closing date (as set out in the Promotion Rules) by sending a stamped addressed envelope to Colegrave House, 70 Berners Street, London, United Kingdom, W1T 3NL
18. The Promoter reserves the right to (i) cancel this Promotion, (ii) cancel or refuse any individual's entry, and (iii) amend these terms and conditions (and will use reasonable endeavours to notify changes to entrants and potential entrants). These terms and conditions shall be governed by English law and the English courts shall have exclusive jurisdiction in the event of a dispute.
19. Promoter: Top Shop/Top Man Limited d/b/a Topman, Colegrave House, 70 Berners Street, London, W1T 3NL, UK.