

Vineyard Vines Whales for a Cause Promotion Terms and Conditions

1. **Eligibility:** To participate in the Vineyard Vines Whales for a Cause Promotion (the "Promotion") you must be at least thirteen (13) years of age and have a Facebook, Twitter, or Instagram account. This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter, or Instagram.
2. **Agreement to Terms and Conditions:** By participating in the Promotion, you indicate your full and unconditional agreement to, and acceptance of, (a) these Terms and Conditions and (b) Vineyard Vines' decisions, which are final and binding.
3. **How to Participate:** If you are on the Vineyard Vines mailing list, you may receive a Whales for a Cause paper Vineyard Vines whale in the mail. You can also obtain the whale at participating Vineyard Vines retail stores, or download and print your own whale using the template available at www.vineyardvines.com. You can participate on Facebook, Twitter, and/or Instagram between September 18, 2017, and October 21, 2017.
 - (a) **Facebook:** Visit the [Vineyard Vines Facebook page](#). Upload a photo of yourself with the Whales for a Cause whale. Caption the photo with the hashtag #whalesforacause.
 - (b) **Twitter:** Tweet a photo of yourself with the Whales for a Cause whale. Include @vineyardvines and #whalesforacause in your tweet.
 - (c) **Instagram:** Instagram a photo of yourself with the Whales for a Cause whale. Caption the photo with @vineyardvines and the hashtag #whalesforacause.

For each original picture taken with the Whales for a Cause paper Vineyard Vines whale and shared with #whalesforacause on Facebook, Twitter, or Instagram between September 18, 2017 and October 21, 2017, Vineyard Vines will donate the dollar value of one (1) new book (valued at \$4 per book) to Pajama Program to help further Pajama Program's mission of providing new books to at-risk kids so they can turn good nights into good days. Vineyard Vines guarantees a minimum donation of \$10,000 from monetary book donations. Vineyard Vines reserves the right to cap its donation at \$15,000. To be eligible for the donation, an entry must be shared using an account that can be viewed by the public for the duration of the Promotion. Simon & Schuster has also generously agreed to donate 1,000 books to the Pajama Program.

4. **Content Requirements:** Your post must not (a) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) contain defamatory statements; (c) include threats to any person, place, business, or group; (d) be obscene or indecent; (e) depict any risky behavior; or (f) contain any third party trademarks or logos, other than the Vineyard Vines and Pajama Program trademarks or logos. We reserve the right to remove or request the removal of any post for any reason.
5. **Participant's Warranties and Representations:** By participating, you warrant and represent that (a) your post is an original work created solely by you for participation in

the Promotion; (b) you own all rights to the post; (c) to the extent the post depicts any individual, you are the individual pictured in the submission, or, alternatively, you have obtained written permission from each person appearing in the post to grant the rights described in the “Our Rights to Posts” section below, and can make written copies of such permissions available upon request; and (d) the post complies with all requirements of these Terms and Conditions.

6. **Our Rights to Posts:** By participating, you (a) irrevocably grant Vineyard Vines, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your post as-is or as-edited (with or without using your name or handle) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) forever waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude our use of your post, or require any further permission for us to use the post; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against us on the grounds that any use of the post, or any derivative works, infringes any of your rights as creator of the post, including, without limitation, copyrights, trademark rights, and moral rights.
7. **General Conditions:** In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, we may, in our sole discretion, suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Terms and Conditions. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, we reserve the right to seek damages from any such person to the fullest extent permitted by law. Failure by Vineyard Vines to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.
8. **Release and Limitations of Liability:** By participating in the Promotion, you agree to release and hold harmless Vineyard Vines, Pajama Program, Facebook, Twitter, Instagram, their parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Promotion, including, but not limited to, (a) technical errors, including those on the Facebook, Twitter, or Instagram platforms, or (b) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion. You further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of participating in the Promotion, and in no event shall the Released Parties be liable for attorney’s fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
9. **Publicity:** Except where prohibited, participation in the Promotion constitutes your consent to Vineyard Vines’ use of your name, Twitter and Instagram handle, and likeness for promotional purposes in any media without further payment or consideration.

10. **Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Connecticut. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, your rights and obligations, or the rights and obligations of Vineyard Vines in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Connecticut.