

Official Contest Rules for the FIDM Digital Arts Blog's Tattify Email Sweepstakes NO PURCHASE NECESSARY TO ENTER OR WIN

1. **CONTEST DESCRIPTION:** FIDM/Fashion Institute of Design & Merchandising's ("FIDM") "Tattify Email Sweepstakes" (the "Contest") begins at 3:45 p.m. (Pacific Time-PT) on Tuesday, October 21, 2014 and ends at 11:59 p.m. (PT) on Friday, October 31, 2014 ("Contest Period"). The Contest provides entrants with the opportunity to submit an essay of 150 words or less about which charity they would donate \$100 to and why ("Submission"). Submissions sent will then be judged based on creativity, originality, and adherence to the contest description rules. By participating in the Contest, each entrant unconditionally accepts and agrees to comply and abide by these Official Rules and the decisions of FIDM, 919 South Grand Avenue, Los Angeles, California, 90015 ("Sponsor"), which shall be final and binding in all respects.

2. **HOW TO ENTER:** Entrants must be an email subscriber to the FIDM Digital Arts Blog. All entrants must be subscribed received by the end of the Contest Period. The FIDM Digital Arts Blog email database clock will be the official time keeper for the Contest.

3. **ELIGIBILITY:** To enter the Contest, Entrants must be a legal resident of the continental United States and be between 14 to 19 years of age. Contest is void in Puerto Rico, U.S. territories and possessions, and where restricted or prohibited by law. FIDM and each of their respective officers, directors, and employees (collectively, the "Contest Entities"), and members of the immediate families and/or persons living in the same household as such persons, are ineligible to enter the Contest or win a prize.

4. **JUDGING CRITERIA:** Winners will be selected at random from the FIDM Digital Arts email database.

5. **WINNER SELECTION AND NOTIFICATION:** The potential (3) Winners ("Winners") will be selected on or about November 7, 2014 by Sponsor, whose decisions are final and binding in all respects. The potential Winner will be notified by e-mail. If the Winner of Contest cannot be confirmed within ten (10) days from the first notification attempt, then such person shall be disqualified and an alternate winner for the Contest will be selected. Sponsor's decisions with respect to the Contest are final and binding in all respects. Sponsor may post the winning Submission on the FIDM Digital Arts Blog and FIDM Digital Arts social media presences (Twitter.com, Facebook.com, Google Plus). In the event that no entries meet all of the stated requirements/criteria, Sponsor reserves the right to not reward the stated prize(s).

6. PRIZES: Winners (“Winner”) will receive one of the following prizes (“Prize”), with each Winner only eligible to receive one Prize: Tattify’s “Flock Yeah”, “Egyptian Goddess,” “Plume,” “Twin Rose” and “Fly” (one of each) temporary tattoos. All taxes and other expenses not specifically identified as included in the Prize are the sole responsibility of the Winner. The Prize is not transferable and is not redeemable for other prizes, merchandise, trips, or cash. The Prize is subject to change without any notification.

7. PRIZE CONDITIONS: Potential Winner(s) may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release. Except where prohibited by law, the Winner's entry and acceptance of the Prize constitutes permission for the Contest Entities to use said Winners' name, photograph, likeness, statements, biographical information, voice, and city and state address on a worldwide basis, and in all forms of media (including posting on the Internet and on a winner's list), in perpetuity, without further compensation.

8. RELEASE: By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in this Contest or these Official Rules. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WINNERS AND ENTRANTS ALSO AGREE TO RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS CONTESTS ENTITIES FROM AND AGAINST ANY CLAIMS, DAMAGES, OR LIABILITY DUE TO ANY INJURIES, DAMAGES, OR LOSSES TO ANY PERSON (INCLUDING DEATH) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY OR PARTICIPATION IN THIS CONTEST.

9. OWNERSHIP: By entering a Submission in the Contest, each entrant hereby irrevocably grants, transfers, sells, assigns, and conveys to the Contest Entities, and each of their successors and assigns, all present and future right, title, and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary, or allied thereto (including, without limitation, all derivative rights) in and to the Submission for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised (the "Rights"), without any compensation or credit. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each contestant irrevocably waives any and all so-called moral rights they may have in the Submission submitted by him or her. The rights granted under this paragraph shall extend to all Submissions and all other submitted materials related to the Contest, including those submitted by non-winners and winners.

10. FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submissions, or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of this Agreement, then each entrant agrees to sign the same upon Sponsor's request therefore.

11. NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Submission for any reason, with or without legal justification or excuse, and entrant shall not be entitled to any damages or other relief by reason thereof.

12. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Entrant represents and warrants that its Submission: (i) is an original work and is not the subject of any actual or threatened litigation or claim; (ii) will not violate or infringe upon the privacy or publicity rights of any individuals, or the intellectual property rights of any third party, including by way of example and not by limitation, any copyright, trademark, or patent rights belonging to any third party; (iii) does not and will not violate any applicable laws; (iv) is not and will not be defamatory, libelous, pornographic, or obscene. Each entrant hereby agrees to indemnify and hold the Contest Entities 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.

13. LIMITATIONS OF LIABILITY: Contest Entities are not responsible for late, lost, damaged, misdirected, incorrectly addressed, incomplete, illegible, or undeliverable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or on-line entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, or garbled computer or telephone transmissions, typographical or system errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on the Internet, or at a website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from entering the Contest or downloading any material for the Contest, or other telecommunications malfunctions which may limit an entrant's ability to participate or any errors, omissions, defects, or delays whatsoever. If for any reason the Contest is not capable of running as planned, including, but not limited to,

infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest without any liability of any kind whatsoever to any entrant or member. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the profile entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten, or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated, or other automated multiple entries will be accepted. In the event of a dispute as to the identity of the entrant, any on-line profile entry will be deemed submitted by the authorized account holder of the e-mail account from which it was sent, provided such account holder must still meet the eligibility requirements for the Contest. The authorized account holder shall be the natural person to whom the applicable e-mail address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning profile entry. If a dispute cannot be resolved to Sponsor's satisfaction, the profile entry will be deemed ineligible. IN NO EVENT WILL CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES, INJURY, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY SPONSOR-OWNED OR CONTROLLED INTERNET SITE, INCLUDING WITHOUT LIMITATION blog.fidmdigitalarts.com OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

14. PERSONAL INFORMATION: The personal information collected through the Contest is subject to Sponsor's privacy statement set forth at blog.fidmdigitalarts.com.

15. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND

ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

16. RULES/WINNER INFORMATION: To view/receive winner information or an additional copy of these Official Rules, email: info@fidmdigitalarts.com or send a self-addressed, stamped envelope to: FIDM Digital Arts, Tattify Email Sweepstakes 919 South Grand Ave., Los Angeles, CA, 90015. Please specify "Rules" or "Winners List" by no later than November 15, 2014.