

Win a private island escape— 8-nights for 2 at a luxury resort in Fiji

OFFICIAL RULES (THE “RULES”)

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

This promotion (the “**Promotion**”) is offered by Frank And Oak (Modasuite Inc.) (“**Sponsor**”) along with Travel + Leisure (Meredith Corporation), Thinx Inc., JRSK, Inc. (d/b/a Here Magazine), SELF (NY Conde Nast), Society6 (Leaf Group LTD), bareMinerals and PopSugar Inc., (individually and collectively, “Co-Promoter”). These Rules govern the Promotion, and they constitute an agreement between Sponsor, Co-Promoter and any person who enters into the Promotion (“**you**,” “**your**,” etc.). By submitting an entry as described below, you agree to be unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein.

1. ELIGIBILITY

Participation in the Promotion is only open to persons who sign up at the online giveaway page of Sponsor and who, at the time of entering, (a) have reached the age of majority in their province or state of residence and (b) are legal residents of the United States of America (excluding residents of Alaska, Hawaii, Rhode Island, overseas military installations, Puerto Rico, the District of Columbia, and other U.S. Territories) and Canada (excluding residents of Quebec). Employees, representatives or agents of Sponsor or Co-Sponsor or their respective Affiliates (defined below), advertising agencies, promotional agencies or suppliers, as well as immediate family (spouse, parents, siblings and children) and household members of each such employee, representative or agent, however, are not eligible to participate in the Promotion. The Promotion is subject to all applicable laws and

regulations. Notwithstanding any other terms of these Rules, this Promotion is VOID WHERE PROHIBITED BY LAW.

2. HOW TO ENTER

To enter, you must sign up online at: <https://www.frankandoak.com/fijigiveaway2019>.

Entries will be accepted online beginning at 9:00 a.m. ET on June 4, 2019 and ending at 11:59 p.m. ET on July 15, 2019 (the “**Promotion Period**”). All entries must be received by 11:59 p.m. ET on July 15, 2019.

By entering, you agree to receive emails and join the newsletter lists of Sponsor and the Co-Promoter. The Promotion may only be entered by submitting an entry using the online form provided by Sponsor. The entry must fulfill all Promotion requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the Rules or other specifications of Sponsor may be disqualified at the sole discretion of Sponsor. You may not enter the Promotion more times than indicated in the Rules, including through the use of multiple email addresses, identities or devices. If you attempt to circumvent the Rules, including through the use of fraudulent methods, all of your entries will be deemed ineligible at the sole discretion of Sponsor, with no notice to you.

Please see Sponsor’s Privacy Statement (located at www.frankandoak.com/conditions) for details of Sponsor’s use of personal information collected in connection with this Promotion. These Rules govern any conflict, however, between the terms of such Privacy Statement and these Rules. Without limiting the foregoing, by entering the Promotion in accordance with the entry process described above, you will be registering to receive email communications and notifications from Sponsor and Co-Promoter, including, but not limited to, bareMinerals and PopSugar Inc. and agreeing that your registration and any other information collected in connection with the Promotion may be used by bareMinerals and PopSugar Inc. in accordance with its Privacy Policy, a current copy of which can be found at the respective web pages: <https://www.bareminerals.com/privacy-policy.html> and <https://www.popsugar.com/privacy>. You may opt out of receiving these notifications at any

time by following the directions in the applicable newsletter or email. If you choose to do so, you will need to opt out from receiving notifications from the Sponsor and Co-Promoter.

The Sponsor won't charge any fee for Promotion entry. Costs associated with entering the Promotion (if any) are your responsibility and are dependent on the internet service provider, telecommunications provider or other third party used to enter the Promotion. Please note that free Internet access is available at many public libraries and similar locations.

3. PRIZE

There will be (1) winner (the "Winner"), who will win a prize package (the "Grand Prize") which includes: 8 nights for two (2) people at the Shangri-La's Fijian Resort & Spa in Yanuca Island, Fiji and \$1,000 USD awarded in cash provided directly by Sponsor.

Additional Prize Inclusions:

- (2) massages per adult (30 minutes)
- Daily breakfasts included
- (1) buffet lunch
- (2) indulgent dinners at a choice of 4 restaurants
- (1) house wine or Fijian beer per adult, per day
- Exclusive invite to the daily evening cocktail hour with complimentary alcoholic beverages, soft drinks and canapés
- Complimentary green fees at the resort's nine-hole golf course
- Exclusive access to the adults-only infinity pool (with chilled water, cooling spray and fresh fruit available)
- Sparkling wine in your room on arrival
- Special turndown gift on the first night
- Daily use of non-motorised watersports
- (1) THINX Cycle Set (\$100 USD value)
- (2) Away Bigger Carry-Ons (\$490 USD value)
- \$250 bareMinerals gift card

The ARV of the Grand Prize is \$3,684 USD.

Prize Restrictions:

Prizing must be booked by the winner before November 6, 2019.

- Only valid for travel until March 31, 2020.
- Blackout periods apply for:
 - July 10 - July 12, 2019
 - July 26 - August 1, 2019
 - August 16 - August 19, 2019
 - August 31 - September 3, 2019
 - September 19 - September 20, 2019
 - December 21, 2019 - January 4, 2020
 - A non-refundable surcharge per room, per night, applies for certain dates and is payable at the time of booking. Dates and prices are identified in the Booking Calendar.

All fees and expenses (such as any travel fees, gratuities, meals and ground transportation, and incidental charges) related to acceptance and uses of the Grand Prize not specifically stated herein are the sole responsibility of the Winner. Major credit card required at check-in to cover any incidental charges. Guests must be 18 years or older at time of stay. Winner's guest will be required to execute a release of liability prior to stay. If the Winner elects to participate in the prize with no guest, no additional compensation will be awarded.

You are not guaranteed to win a prize and your chance of winning is dependent on the total number of eligible entries received.

All federal, provincial, territorial and local taxes, including sales tax, goods and services/harmonized taxes or other value-added taxes, and all costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the Winner. Winner is responsible for any loss of prize or portion of prize after it has been delivered. Prizes are awarded "as is" with no warranty, condition or

guarantee, either express or implied, by Sponsor or any of its Affiliates. Sponsor is responsible for supplying the applicable prize identified above and Sponsor should have any obligation or responsibility for any prizes not expressly identified as being provided by such person in these Rules. Winner may not substitute, assign or transfer a prize or redeem a prize for cash, but Sponsor, as applicable, reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. All prize details are at Sponsor's sole discretion and the specifics of prizes shall be solely determined by Sponsor, as applicable.

In the event the Winner and/or guest engage in behavior during stay that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the stay early, and send the Winner and/or guest home with no further obligations or compensation whatsoever to Winner and/or guest (which may, in Sponsor's sole discretion, result in that Winner's disqualification from the Sweepstakes and forfeiture of any (and/or all) prize(s)). In the event Winner or guest engage in behavior during stay that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects the Winner or guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner or guest as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF THE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

Acceptance of a prize constitutes permission for Sponsor and its respective Affiliates to use Winner's name, likeness and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

4. DRAWING AND NOTIFICATION OF WINNER & REQUIREMENTS

On July 19th, 2019 [by 5:00 p.m. ET at Sponsor's head office in Montreal], the potential winner of the Promotion will be selected in a random drawing by the Sponsor from all eligible entries. On the same day, the potential winner will be notified by Sponsor or its designee via the email address provided on the entry form. Sponsor shall have no liability for a winner's failure to receive notices due to spam, junk email or other security settings or for otherwise non-functioning contact information. The potential winner must also correctly answer, without the aid of another person, a time-limited mathematical skill-testing question to be administered by email at a mutually convenient time in order to be declared winner.

If the potential winner does not respond within three (3) days from the date Sponsor first emails or attempts to email the potential winner, if the potential winner fails to correctly answer the mathematical skill-testing question, or if the potential winner (whether or not contacted) is deemed to be ineligible or disqualified (which shall be in the Sponsor's sole discretion), then the potential winner forfeits all rights to win the Promotion or receive a prize and will be disqualified. In addition, if the notice email to a potential winner is returned as "undeliverable" or fails delivery on Sponsor's (or a designee's) notice attempt, that potential winner is automatically disqualified from the Promotion. In such cases another potential winner will be selected by a random draw from all the remaining eligible entries received during the Promotion Period. This process may be repeated until the prize has been awarded, upon which event such potential winner will be declared the Winner of the Promotion.

When the winner has been declared, the grand prize will be delivered to the email addresses on the entry form or to any other addresses or by any other means indicated by Sponsor in its communications with the winner.

ANY VIOLATION OF THESE RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE PROMOTION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

5. RELEASE AND CONSENT; LICENCE

By participating in this Promotion, each entrant agrees to release Sponsor, Co-Promoter and the other Released Parties from any and all liability, claims, injuries, losses, harm or damages of any kind caused by, resulting from or otherwise arising in connection with this Promotion, participation in this Promotion, the operation, administration, change or cancellation of the Promotion or any acceptance, use, misuse or consequence of any prize or prize-related activity. As used in these Rules, “**Released Party(ies)**” means and includes Sponsor, Co-Promoter and its Affiliates and its respective Affiliates, Sponsor’s marketing partners, suppliers and advertising and/or promotion agencies, any person or entity providing, supplying, fulfilling, delivering or honouring any prize, and any of the Affiliates, contractors, licensors, suppliers, owners, directors, officers, stockholders, partners, licensees, consultants, employees, agents, successors, or assigns of any of the foregoing, past and present. Any recourse you have regarding any such liability, claims, injuries, losses, harm or damages is limited solely and exclusively to the Sponsor and not to any other Released Party nor to any other person or entity. For purposes of these Rules, an “**Affiliate**” of an entity, association, business or other specified person is an entity, association, business or person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified entity, association, business or person.

In addition to Sponsor, any Released Party may enforce any provision of these Rules that specifically addresses a Released Party and, according to its express terms, represents an actual or potential protection or benefit for the Released Party.

Except where prohibited by law, by entering the Promotion, you understand and consent, without any further notice, review or approval, to Sponsor’s and its respective designees’ and Affiliates’, use, publication, broadcast, website or social media posting and other distribution or dissemination of your picture, name, voice, likeness, biographical information and/or statements for legal, informational, editorial, promotional, advertising and/or publicity purposes in any media, worldwide, without limit and without further compensation.

6. DISCLAIMERS, NOTICES AND INDEMNIFICATION

To the extent permitted by law, Sponsor and the Released Parties are not responsible for: (i) entries that (for whatever reason and whoever's fault) are incomplete, lost, damaged, destroyed or unintelligible; (ii) telephone, technical, network, online, electronic, computer hardware or software failures of any kind; (iii) incomplete, garbled or delayed Internet/e-mail computer transmissions on account of operator error, technical problems, traffic congestion on the Internet, congestion or problems regarding any website, or any combination thereof; (iv) any condition caused by events beyond Sponsor's control which disrupts or interferes with the Promotion; or (v) any injury, loss, damage or liability of any kind arising out of or relating to your participation in the Promotion or the delivery, transfer, receipt, acceptance, possession, use or disposition of a prize (or any substitution), including without limitation any injury, loss, or damage to your or any other person's computer or property relating to or resulting from participation in, or downloading or viewing any materials in connection with, this Promotion.

Sponsor reserves the right at its sole discretion: (i) to modify, postpone, defer or cancel the Promotion at any time and with or without notice (ii) to disqualify any individual who tampers or attempts to tamper with the entry process or Sponsor's website, violates these Rules, or acts in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any person; or (iii) to verify the validity of entries and your identity, age and place of residence.

NEITHER SPONSOR NOR ANY OF THE RELEASED PARTIES MAKES ANY WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH REGARD TO THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE (OR ANY SUBSTITUTION) OR ANY COMPONENT OF ANY PRIZE (OR ANY SUBSTITUTION). ANY ATTEMPT BY YOU OR ANY PERSON TO DELIBERATELY DAMAGE A WEBSITE OR PROMOTION-RELATED MECHANISM OR PROCESS OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION LEGAL FEES) FROM ANY ENTRANT

OR OTHER PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

The following paragraph does not limit the application of Section 10 of Quebec's *Consumer Protection Act*, if such section is otherwise applicable. Any and all claims, judgments and awards shall, in addition to any limits and exclusions provided for elsewhere in these Rules, be limited to actual out-of-pocket costs incurred, but in no event legal fees or litigation, arbitration or mediation costs or expenses of any kind. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL SPONSOR OR ANY OTHER RELEASED PARTY BE LIABLE FOR ANY DAMAGES THAT IN THE AGGREGATE (REGARDLESS OF THE NUMBER OF CLAIMS OR CLAIMANTS, AND REGARDLESS OF THE TIMING OF CLAIMS) EXCEED FIVE HUNDRED DOLLARS (\$500), NOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY REGARDLESS OF THE BASIS OF, OR THEORY OF, RELIEF REGARDING ANY CLAIM OR ACTION (INCLUDING, WITHOUT LIMITATION, ANY FORM OF NEGLIGENCE OR STATUTORY OR REGULATORY VIOLATION) AND REGARDLESS OF WHETHER SPONSOR OR ANY OTHER RELEASED PARTY WAS AWARE OR NOTIFIED OF THE HARM, DAMAGE OR LOSS SUFFERED OR ALLEGED.

By participating in the Promotion, each entrant agrees to indemnify and hold harmless Sponsor and all Released Parties from and against any and all injuries, losses, damages, claims and actions of any kind arising from or relating to participation in the Promotion, or acceptance, possession, use, misuse or nonuse of any prize that may be awarded, including, without limitation, actual, direct, indirect, consequential, punitive, special, or other damages.

7. APPLICABLE LAW AND VENUE

The following paragraph does not limit the application of Section 11.1 of Quebec's *Consumer Protection Act*, if such section is otherwise applicable. This Promotion will be governed by Quebec law and is subject to all applicable laws and regulations. Any and all disputes regarding the Promotion or these Rules will be settled by final and binding arbitration in Quebec, Canada. No claim made in connection with this Promotion may be

joined with another dispute or lawsuit, or consolidated with the arbitration of another claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any claims subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member. Should there be a conflict between the laws of Quebec and any other laws, the conflict will be resolved in favour of the laws of Quebec.

8. WINNER

The identity of the winner will be published approximately one (1) week after the winner have been finally declared and the prizes (or any part thereof) have been finally awarded. Such publication will be posted on Sponsor's Web locations as may be deemed appropriate by Sponsor, and shall remain on such website for at least one (1) month.

9. GENERAL

Subject to the licence in Section 5 above, all entries, submissions, information, materials and content, and any prize claims, become the property of Sponsor upon submission or delivery and will not be returned. Subject to the licence in Section 5 above, upon submission, Sponsor will own all right, title and interest in and to entries, submissions, information, materials and content, and any prize claims, in perpetuity and throughout the universe and in all media and forms of expression and communication now known or hereafter developed. These Rules constitute the full and exclusive agreement relating to the Promotion. In the event of any conflict between these Rules and any statement, document or communication relating to the Promotion, these Rules shall prevail.

