

Leather Bag Design Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. MUST BE 18 OR OLDER TO ENTER.

THE CONTEST: Entrants in the “Be Our Next Leather Designer Contest” (“Contest”) should submit designs to be considered for an ABLE leather bag to be sold in the Holiday 2018 collection, based on approved and trademarked artwork and language provided here within the Official Rules.

SPONSOR: FASHIONABLE, Inc and Altitude Design Summit (“Sponsors”) are the sponsors and administrator of the Contest and responsible for the fulfillment of the prizes. Entrants should look solely to ABLE, 5022 Centennial Blvd Nashville, TN 37209 (“Sponsor Address”) with any questions, comments or problems related to the Contest.

ELIGIBILITY: Contest is open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older as of the date of entry. Void where prohibited by law. Officers, directors and employees of ABLE and Altitude Design Summit (“Sponsor”) are not eligible to participate. All federal, state, and local laws and regulations apply.

CONTEST PERIOD: The Contest runs from February 14, 2018 at 12:01 am CST and ends May 31, 2018 at 11:59 pm EST (“Contest Period”). The contest will have two (2) phases including the submission phase and the voting phase. The submission phase will run through March 15, 2018. The voting phase will begin on May 14, 2018 and run through May 20, 2018. Winners will be notified, and the winner will be announced on or before May 31, 2018.

GUIDELINES: Each entry must be smaller than 20MB in size. All submissions must be in vector PDF, Adobe Illustrator or .EPS format. Any other file format will not be accepted.

HOW TO ENTER: During the Contest Period, Entrants may submit one entry per person, using the web URL: <https://www.livefashionable.com/pages/design-contest>. Entries sent via email will not be accepted or considered. By entering, contestants warrant that each submission is their own original creation and that no entry infringes on another contestant or person’s rights. Any use of any photo, drawing, images or elements created by any other person is strictly prohibited and will result in disqualification.

Entries that are incomplete, illegible or corrupted are void and will not be accepted. Entry should be appropriate to the ABLE product line and brand image. Entry may not have earned a prize in a previous contest or competition held by Sponsor. Sponsor reserves the right to modify or reject any entry, in their sole and absolute discretion. Once submitted, an entry cannot be modified. BY SUBMITTING AN ENTRY, CONTESTANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR’S WEBSITE, SOCIAL MEDIA ACCOUNTS IN EMAIL AND EDITED, AT SPONSOR’S DISCRETION.

OWNERSHIP: FASHIONABLE, Inc. has EXCLUSIVE rights to reproduce and use. Entries become the property of FASHIONABLE, Inc. and none will be returned or acknowledged except as provided herein. Submission of an entry grants Sponsors and its agents an unlimited, worldwide, perpetual, royalty-free license and right to publish, use, edit, adapt, modify and/or publicly perform the entry in any way, in commerce and in any and all media worldwide now known or hereinafter developed, without limitation and without notice or consideration of the contestant. By submitting an entry, each contestant in the Contest further agrees that his/her entry constitutes an assignment of all rights, including but not limited to intellectual property rights, and title in and to such entry and the design therein to Sponsor. Sponsor may require contestants to execute documents to confirm this transfer of rights. Failure to do so may result in disqualification. Upon submission you agree to forfeit any ownership and are prohibited from the independent reproduction or sale of any images or product. By virtue of a non-exclusive, worldwide, royalty-free, perpetual license for the designs granted by all finalists chosen prior to the voting process, FASHIONABLE, Inc. shall have the right to edit, adapt, prototype and publish any or all of the designs deemed finalist, and may use them in any media and/or the promotion of FASHIONABLE, Inc. without compensation to the contestant, his or her successors or assigns, or any other entity. FASHIONABLE, Inc. maintains the rights to receive all proceeds from the sale of any merchandise using the submitted design, without fee or other form of compensation due at any time to the contestant. Designs will be credited to the artist on FASHIONABLE, Inc. website and in all promotions relevant to that product. In the event that ownership of any design submitted is challenged in any manner by any person, FASHIONABLE, Inc. may disqualify that design and will discontinue use.

PRIZE: One (1) Grand Prize Winner will be selected and awarded a \$1,000.00 ABLE gift card, dedicated blog feature and social posts, bag produced and sold as part of the ABLE Holiday 2018 collection and design credit on www.livefashionable.com. One (1) second place winner will be selected and awarded a \$500.00 ABLE gift card and one (1) third place winner be selected and awarded a \$250.00 ABLE gift card. No prize substitution is permitted. Prizes will be awarded provided a sufficient number of eligible entries are received. No substitution for prize, unless at Sponsor's sole discretion. Prize is not transferable. All taxes are the winner's responsibility.

WINNER SELECTION: All entries will be judged by a panel of judges comprised of creative professionals based on the following criteria: a.) originality (25%), b.) execution (25%), and c.) overall style as related to the ABLE brand (50%). In the event of a tie, an additional judge will be added to the panel. Decisions of the judges shall be final in all matters related to this Contest. FASHIONABLE, Inc. will choose five (5) Finalists from all designs submitted and post the designs online for public voting.

WINNER VALIDATION: The Grand Prize Winner and Finalists will be will be notified by e-mail and are required to complete an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") that must be returned via email within four (4) days of the date and time of notification or prize will be forfeited and a runner-up will be determined. You are not a certified winner until your eligibility is verified and you receive official notification from the judging organization. If two or more persons work together and submit the one winning entry, the prize will be split equally among the contestants named on the winning entry.

GENERAL TERMS: By participating in the Contest, contestants warrant and represent that none of the material submitted or posted infringes upon or otherwise violates the copyright, trademark, privacy, publicity or other intellectual or proprietary rights of any person or entity and that they have fully complied with the Official Rules. Prize acceptance constitutes permission (except where prohibited) to use winner's name, likeness and entry (in whole or in part) for publicity purposes in all forms of media including the worldwide Internet without additional compensation, notification or permission. CONTESTANTS AGREE TO BE BOUND BY THE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES AND TO RELEASE AND HOLD HARMLESS SPONSORS, ITS RELATED COMPANIES, AND RETAILERS OF ABLE PRODUCTS, AFFILIATES, ADVERTISING, PROMOTION, JUDGES, DIRECTORS, OFFICERS, PRIZE SUPPLIERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE CONTEST, OR THE DOWNLOADING, ACCESSING OR SUBMISSION OF ENTRY MATERIALS. By participating in the Contest, contestants agree that Sponsors shall have the right to use all personal information provided to Sponsors. Participants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsors, retailers of ABLE products, affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause of thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of a prize in the Contest, or their participation in the Contest, or their participation in any Contest or prize related activity, or any travel related to the Contest, or any travel for any prize related activity. Sponsors and its agents are not responsible for lost, late, misdirected, damaged, incomplete or illegible entries or Internet technical, hardware, software, telephone, or transmission failures of any kind, which may limit a person's ability to enter the Contest. Sponsors and its agents are not responsible for any injury or damage to contestants' or any other person's computer related to or resulting from entering or downloading any materials in the Contest. Sponsors reserves the right to cancel or suspend the Contest on the Internet should a computer virus, unauthorized intervention or other cause corrupt the integrity or proper conduct of the promotion. Sponsors reserves the right to disqualify any contestant found to be disrupting the operation of the Contest or its web site. If the integrity of the Internet portion of the Contest is compromised in any manner, Sponsors reserves the right to modify Contest and judge winners from valid entries received that are unaffected by the problem. In the event of a dispute as to the identity of any online contestant, contestant will be deemed the individual named on the online entry form.

LIMITATIONS OF LIABILITY: FASHIONABLE, Inc. is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. FASHIONABLE, Inc. assumes no responsibility for any misdirected or lost submissions, or any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. FASHIONABLE, Inc. is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers,

computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web-site or combination thereof, including injury or damage to entrants' or to any other person's computer related to or resulting from participating or downloading materials in the Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of FASHIONABLE, Inc. which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then FASHIONABLE, Inc. reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest.

WINNERS' LIST & OFFICIAL RULES: To obtain a printed copy of the name of the winner or a copy of the Official Rules by mail, send your request and a self-addressed, stamped, #10 envelope to: ABLE at 5022 Centennial Blvd Nashville, TN 37209, Attn: Marketing Department-Leather Bag Design Contest. Requests must be received no later than May 31, 2018. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes are the sole responsibility of the winner.