

TORRID ICONS 2026 STAGECOACH EXPERIENCE CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED AND OUTSIDE THE U.S..

PARTICIPATION IN THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES, WHICH INCLUDE A CLASS ACTION WAIVER AND A MANDATORY ARBITRATION CLAUSE (SEE SECTION 11). IF YOU DO NOT AGREE TO BE BOUND BY THESE OFFICIAL RULES, YOU MUST NOT ENTER THE CONTEST.

THIS IS A SKILLS-BASED CONTEST.

- 1. Eligibility:** The **Torrid Icons 2026 Stagecoach Experience Contest** (“**Contest**”) is open only to members of the Torrid Rewards Program (“**Rewards Program**”) who prior to the start of the Contest have achieved “Icon” status, are legal residents of the fifty (50) United States (incl. District of Columbia), Puerto Rico, and Canada (except the Province of Quebec), at least 18 years and the age of majority in their jurisdiction of residence at the time of entry, and have received an invitation (“**Invitation**”) from Torrid to participate in the Contest (each, an “**Eligible Individual**”). All federal, state, provincial and local laws and regulations apply. Employees of Torrid LLC (“**Sponsor**”) and its affiliates, subsidiaries, advertising and promotional agencies, vendors, contractors, and any company affiliated with the Contest (collectively, “**Contest Entities**”) and the immediate family members (defined as spouse, siblings, children and each of their respective spouses, regardless of residence and any person living in such a person’s household, whether related or not) of each of the foregoing are not eligible to participate. Sponsor reserves the right to verify the eligibility of winners.
- 2. Entry Period:** Contest begins at approximately 12:01 AM Pacific Time (“**PT**”) on April 5, 2026 when Sponsor sends out Invitations to Eligible Individuals and ends at 11:59 PM PT on April 7, 2026 (“**Entry Period**”). Sponsor’s computer is the official time keeping device for this Contest.
- 3. How To Enter:** Entry into the Contest is by invitation only and requires access to the internet.

During the Entry Period, Eligible Individuals must follow the instructions in the Invitation, which among other things, will require the Eligible Individual to:

- a. Complete the survey questions in the Invitation
- b. Write a response to the prompt: “Tell Your Torrid Story” in under 100 words.
- c. In 100 words or less, tell us why you want to come to the 2026 Stagecoach Music Festival and who you would want to bring with you (must be 18+ and a Torrid customer) and why.
- d. Provide your name, address, phone number, and email.
- e. Click “submit”.

Upon completion of the above steps, you (“**Entrant**”) will automatically receive one (1) entry (“**Entry**”) into the Contest. **LIMIT ONE (1) ENTRY PER ELIGIBLE INDIVIDUAL.** ADDITIONAL ENTRIES SUBMITTED BY THE SAME PERSON WILL BE DISQUALIFIED. Participation in the Contest constitutes Entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Contest.

Normal Internet access, message, data rates, and usage charges imposed by online or phone services may apply. Entries must be submitted by Entrant. Automated or bulk Entries or Entries submitted by

third parties will be disqualified. All required steps must be followed for the Entry to be valid. Incomplete, illegible, corrupted, non-public, or untimely Entries are void and will be disqualified. Multiple Entrants are not permitted to share the same email address or Rewards Program account. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address registered to the Reward Program account will be determinative. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder or forfeit the prize. If a dispute cannot be resolved to Sponsor’s reasonable satisfaction, the Entry will be deemed ineligible. Sponsor shall not be responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, non-public, or invalid Entries or any expenses incurred in the creation and submission of any Entry. Entries specifying an invalid, non-working, non-public, or inactive email address will be disqualified.

Entries, comments, and any content submitted or uploaded to any site in connection with this Contest (collectively, “**Content Submissions**”) must be original to Entrant and may not contain, depict, or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Sponsor or other companies; (iv) infringes on the privacy or right of any person; (v) communicates messages or images inconsistent with the positive image and good will of Sponsor’s brands; and/or (vii) violates any law. Any Content Submissions that contain such content will be disqualified. Sponsor reserves the right in its sole and unfettered discretion to disqualify any Content Submission that it believes is inappropriate, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Contest.

- 4. Winner Selection and Notifications:** Each eligible Entry received by Sponsor during the Entry Period will be evaluated by a team of judges (“**Judges**”) assembled by Sponsor who will review, judge, and assign a score based on the following weighted judging criteria (collectively, the “**Judging Criteria**”): 50% Creativity; 25% Authenticity; and 25% Originality.

Winner selection is based on skill in meeting the Judging Criteria. The two (2) Entrants with the highest overall scores based on the Judging Criteria will be chosen as the Potential Winners (each, a “**Potential Winner**”). If a tie exists, the Entrant with the highest total score in each of the Judging Criteria will be selected as the Potential Winner.

On or about April 8, 2026, the Potential Winners will be contacted via email or phone to the email address or phone number provided on the survey (“**Notification**”). It is a Potential Winner’s responsibility to monitor their email and/or phone to see if they are a Potential Winner. Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify Potential Winners.

A Potential Winner must respond within 24 hours of Notification being sent, will be required to sign a declaration of eligibility, a liability release, and, except where legally prohibited, a publicity release (collectively “**Release**”) and return the Release along with any other document Sponsor deems necessary to verify eligibility of Entrant or provide prize, which may include a background check (collectively, “**Documents**”) within three (3) business days of receipt thereof. In the event a Potential Winner (a) chooses not to accept the prize, (b) is not in compliance with these Official Rules, (c) is unable to be notified after reasonable attempts, (d) fails to sign and return the Release or other Documents within the required time period (if applicable), (e) is unable to travel on the required dates, (f) is disqualified for any reason, or if any Notification or other correspondence from Sponsor

is returned as undeliverable, prize will be forfeited, Sponsor shall have no further obligation to Potential Winner, and an alternate winner will be selected from the remaining eligible Entries based on the Judging Criteria outlined above.

POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, WHICH MAY INCLUDE PASSING A BACKGROUND CHECK, HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Upon verification of eligibility, a Potential Winner will be deemed a "**Contest Winner**".

- 5. Prize/ARV/Odds:** Two (2) prize packages (each, a "**Prize**") – a trip for two to attend the Stagecoach Music Festival to be held at the Empire Polo Club, 81-800 Avenue 51, Indio, CA 92201 – are available to be awarded during the Contest. The Prize will consist of:

Two (2) Round trip, coach-class airfare to/from Palm Springs, CA ("**Destination**") from/to a Sponsor-specified airport in reasonable proximity to the Contest Winner's residence ("**Departure Point**"). Non-stop flights are not guaranteed.

Accommodations (single room; double occupancy) for four (4) nights from April 23-27, 2026 in a Sponsor-specified hotel (incidentals not included) in/near Destination.

Two (2) admission tickets to attend Stagecoach Music Festival on April 24-26, 2026 ("**Event**").

Brunch experience with Torrid team members.

A \$500.00 USD or CAD Torrid E-Gift Card depending on the winner's jurisdiction. The gift card is intended to be used for Torrid apparel to be worn during the trip. The Contest Winner will be required to wear Torrid apparel during all scheduled activities (excluding accessories).

Torrid eGift card terms and conditions apply:

https://torrid.cashstar.com/self_service/v2/about/terms_and_conditions/.

The total approximate retail value ("**ARV**") of the Prize is \$4,800. Actual retail value of the Prize may vary, dependent upon Departure Point. Any difference between actual retail value and ARV will not be awarded.

- 6. Prize/Travel Restrictions:** Limit one (1) prize per person / per household. **ANY AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES AND ALL FEES AND EXPENSES RELATED TO ACCEPTANCE AND USE OF PRIZE NOT SPECIFICALLY STATED HEREIN, INCLUDING BUT NOT LIMITED TO, GROUND TRANSPORTATION, MEALS, INCIDENTALS, PASSENGER TARIFFS OR DUTIES, SURCHARGES, SERVICE CHARGES OR FACILITY CHARGES, PERSONAL CHARGES AT LODGING, CHANGE OF AIR TRAVEL FEES, SECURITY FEES AND/OR OTHER EXPENSES, ARE THE SOLE RESPONSIBILITY OF CONTEST WINNER.**

Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a Prize. Prize cannot be used in conjunction with any other promotion or offer.

Contest Winner shall be entitled to select one (1) travel companion ("**Guest**"), who must, at the time of Prize fulfillment, be (a) a female Torrid customer; (b) at least 18 years of age and the age of majority in the jurisdiction in which they resides, and (c) must complete and return a liability/publicity release prior to Prize award/travel. **Contest Winner and Guest must be available to travel and attend the Event from April 23-27, 2026 or risk forfeiting Prize.** Sponsor will, in its sole discretion, determine which airport is closest to the Contest Winner's home. **Contest Winner and Guest must travel**

together on the same itinerary and from the same Departure Point. If Contest Winner lives within two hundred fifty (250) miles of Destination, Sponsor reserves the right to substitute round-trip ground transportation to/from Contest Winner's residence in lieu of air transportation. Travel subject to availability and blackout dates. Travel arrangements must be made through Sponsor's agent and on an airline carrier of Sponsor's choice. Certain travel restrictions may apply. If Contest Winner elects to travel or participate in the Prize travel without a Guest, no additional compensation will be awarded, and all Guest elements of the Prize will be forfeited.

Contest Winner and Guest shall be responsible for obtaining all necessary travel documents (including passports) and travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. No refund or compensation will be made in the event of the cancellation or delay of any flight or Event, except at the sole discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the Contest Winner and Guest's transportation, and such contracts shall be solely between the Contest Winner, Guest, and such transportation companies. Lost, stolen or damaged airline tickets will not be replaced or exchanged. No stopovers are permitted on tickets issued as part of the Prize. If a stopover occurs, the Prize travel will terminate, and Contest Winner and Guest will be responsible for the full fare, which will be charged from the stopover point for the remaining trip segment(s), including the return. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any air carrier(s) or other transportation companies or any other persons providing any of these services to passengers including any results thereof such as changes in services or accommodations necessitated by same. Airline tickets issued in connection with the prize may not be eligible for frequent flyer miles or upgrades.

Contest Winner and Guest must comply with all hotel check-in requirements, including, but not limited to, the presentation of a payment card, which will be used to pay for any meals, phone calls, or incidentals not included in the Prize. Air transportation and hotel accommodations must be taken together and cannot be taken separately.

Contest Winner and Guest agree to comply with all rules and regulations in place at the applicable Event venues, and all terms and conditions as stated on or in connection with the Event tickets. Failure to do so may result in forfeiture of such portion of the Prize. Contest Winner and Guest further agree not to act in an unsportsmanlike or disruptive manner while in attendance at the Event.

In the event Contest Winner and/or Guest engages in behavior during travel, during any Contest-related activity, or at the Event 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 travel or activity early, and send Contest Winner and Guest home with no further obligations or compensation whatsoever (which may, in Sponsor's sole discretion, result in such Contest Winner's disqualification from the Contest and forfeiture of any (and/or all) Prize(s)). In the event Contest Winner and/or Guest engages in behavior during travel, during any Contest-related activity, or at the Event that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Contest Winner and/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 Contest Winner and/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 CONTEST-RELATED TRAVEL OR ACTIVITY, OR ANY TRAVEL OR ACTIVITY RELATED TO THE PRIZE OR ANY OTHER ASPECT OF CONTEST WINNER'S OR GUEST'S ACCEPTANCE AND/OR USE OF THE PRIZE.

The actual value of any Prize awarded may be taxable as income, and Contest Winner shall be solely responsible for all local, state, and federal taxes on his/her Prize including sales or use taxes, as well as any expenses related to participation in the Contest or acceptance or use of a Prize. The United States Internal Revenue Service (IRS) requires Form 1099-MISC to be issued and filed for each Contest Winner who receives a Prize if the amount of the prize is \$2,000 or more. If required, Sponsor will send each Contest Winner a W9 form, which must be completed and returned to Sponsor for the Contest Winner to receive the Prize. A copy of the Form 1099-MISC, if filed by Sponsor, will be issued to Contest Winner for the fair market value of the Prize received during the applicable calendar year. Any Contest Winner who fails to provide information sufficient to complete Form 1099-MISC (including, without limitation, social security number or tax identification number) shall forfeit any and all rights to the applicable Prize.

All Prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details are subject to change, and Sponsor will provide Entrants with reasonable notice of any change to the prize details. Unclaimed prizes will be forfeited. Prizes pictured in advertising, marketing or promotional materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between statements contained in any such materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. The Contest Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Prizes. Entrants acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to Prize, including, but not limited to, its quality or fitness for a particular purpose.

- 7. PRIVACY POLICY/DATA COLLECTION:** Entrant information collected in connection with this Contest may be used to execute the Contest (including travel and Prize fulfillment) and may be used by Sponsor in sending future promotional communications. All collected information is subject to Sponsor's privacy policy, available <https://www.torrid.com/torrid/customer-service/about-torrid/td-customerservice-abouttorrid-privacyresponsibility.html>.
- 8. General:** Contest participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of submission of Entry will not be deemed proof of receipt of same by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9. WARNING:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor is not responsible for any typographical or

other error in the offer or administration of this Contest, or in the announcement of Contest Winners and Prizes. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website used in connection with, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Sponsor reserves the right to cancel, suspend, and/or modify the Contest, or any part of it, if any fraud, technical failures, or any other factor that is unanticipated or beyond Sponsor's reasonable control impairs the integrity, operation, or proper functioning of the Contest, as determined by Sponsor in its sole discretion.

10. Limitation of Liability; Publicity; Releases. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT SPONSOR, STAGECOACH FESTIVAL, THE CONTEST ENTITIES, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF THE WEBSITE. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES CONTEST WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, AT ANY TIME, THE CONTEST WINNER'S NAME, IMAGE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO OBLIGATE SPONSOR TO MAKE USE OF ANY OF THE RIGHTS GRANTED HEREIN AND CONTEST WINNERS WAIVE ANY RIGHT TO INSPECT OR APPROVE ANY SUCH USE OF ANY AND EVERY NATURE AND KIND.

BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY, COMMUNICATIONS OR CONTENT SUBMISSIONS (COLLECTIVELY, "**SUBMISSIONS**") THAT ENTRANT MAY SUBMIT TO SPONSOR OR POST IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS DEFINED IN SPONSOR'S PRIVACY POLICY, SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY, AND SPONSOR SHALL

HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION, OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. ENTRANT REPRESENTS AND WARRANTS THAT ALL SUBMISSIONS WILL BE ORIGINAL TO THEM, AND THAT NO PORTION OF THE SUBMISSION WILL INFRINGE THE RIGHTS OF ANY THIRD-PARTY. ENTRANT HEREBY GRANTS TO THE SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, AND WORLD WIDE LICENSE TO USE IN PERPETUITY THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S SUBMISSIONS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS. SUBMISSIONS WILL NOT BE RETURNED TO ENTRANTS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING ANY SOCIAL MEDIA PLATFORM, WEBSITE, AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 11. Disputes.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and/or Sponsor shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except where prohibited by applicable law, Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and the forum and venue for any dispute arising out of or related to this Contest shall be the federal and state courts within Los Angeles, California and agrees not to oppose any action brought in Los Angeles, California on the basis that the courts there are not an appropriate or convenient forum for same; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (not to exceed \$10 USD), but in no event attorneys' fees; (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits, may be awarded (collectively, "**Special Damages**"), and Entrant hereby waives all rights to claim Special Damages, all rights to have such damages multiplied or increased, and all rights to seek injunctive or other equitable relief.

If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall be resolved by final and binding arbitration administered by the American Arbitration Association, in

accordance with its Arbitration Rules and Procedures or subsequent versions thereof (“**AAA Rules**”). The AAA Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in the State of California. Entrants agree that the statute of limitations for asserting any claims shall be one (1) year from the end of the Contest Entry Period.

If any provision or provisions of these Official Rules shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. Sponsor: Torrid LLC 18501 E. San Jose Ave., City of Industry, CA 91748

13. Official Rules and Winner List: For a copy of the Official Rules, download [here](#). For a list of winners, send a self-addressed stamped envelope within 60 days of the end of the Entry Period, to Torrid LLC 18501 E. San Jose Ave., City of Industry, CA 91748.

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