

THE TALBOTS CRUISE SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

WHERE PERMITTED BY LAW, ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SPONSOR: The Talbots LLC, One Talbots Drive, Hingham, MA 02043 (“Sponsor”).

ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625 (“Administrator”).

SWEEPSTAKES ENTRY PERIOD: **The Talbots Cruise Sweepstakes** (the “Sweepstakes”) begins at 12:00:01 AM Eastern Time (“ET”) on Monday, August 19, 2024 and ends at 11:59:59 PM ET on Monday, September 2, 2024 (the “Sweepstakes Period”).

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, and Canada (excluding Quebec), who are age 21 or older at the time of entry. Void in Quebec, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S. and Canada, and wherever else prohibited by law. Employees of Sponsor, Administrator, Azamara, and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state, provincial, territorial and local laws and regulations.

HOW TO ENTER: During the Sweepstakes Period, visit www.talbots.com/cruisesweeps and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the “Entry”). **Entries must be received between Monday, August 19, 2024 at 12:00:01 AM ET and Monday, September 2, 2024 at 11:59:59 PM ET.** Entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy, which can be found at https://www.talbots.com/privacy-policy.html?intcmp=20191231_footer_privacy.

Limit: One (1) Entry per person regardless of whether entrant has more than one email address. Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified. All Entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS: There is one (1) Grand Prize available to be won. One (1) Grand Prize winner (the “Winner”) will receive an Azamara Cruises Voucher with a maximum ARV of \$10,000 USD/CAD (the “Voucher”) and a \$1,000 Talbots Gift Card with an ARV of \$1,000 USD/CAD. The Voucher ARV may vary based upon dates of travel and point of departure. Winner is not entitled to the difference between the ARV of the Voucher as stated herein

and the actual value of the Voucher once redeemed. For example, if the value of the redeemed Voucher is \$9,000, the Winner may not request the \$1,000 difference.

Voucher is redeemable for:

- One (1) 10-night or shorter Azamara Cruise to a European destination for two (2) people maximum (i.e. Winner and a guest);
- One (1) Oceanview stateroom; and
- Round-trip, coach class airfare for Winner and guest to a destination in Europe from a major airport within the 50 United States or Canada nearest the Winner's residence (as determined by Azamara).

The maximum ARV of Grand Prize: \$11,000 USD/CAD. Odds of winning will depend upon the total number of eligible Entries received.

The Voucher is subject to the issuing company's full terms and conditions. The Voucher is: (i) not redeemable for cash; (ii) non-transferable; and (iii) not replaceable if lost or stolen. Voucher is subject to the issuing company's full terms and conditions, and must be redeemed by December 31, 2024 on an Azamara cruise starting on or before December 31, 2025. Winner and guest (also referred to as "Guest" or "Travel Companion") must have a valid passport with a minimum validity six (6) months after the date of return prior to travel and any other required documentation prior to departure. Guest must be a legal U.S. or Canadian resident and the age of majority in their state or province of residence, unless Guest is a child of the Winner, or Winner is Guest's legal guardian. Guest must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted below. If Winner's Guest is deemed a minor in their state/province of residence, Winner must be minor Guest's parent or legal guardian and must execute the Travel Companion Liability & Publicity Release on the minor Guest's behalf, as applicable. Winner and Guest must travel on same itinerary. The itinerary must start and end in European ports. Azamara will, in its sole discretion, determine which airport is closest to the Winner's home. Ground transportation to and from airport and port of embarkation, pre- or post- cruise hotel stays, taxes, gratuities, incidentals, upgrades, insurance, service charges, surcharges, departure taxes, food & beverage and personal expenses such as laundry charges, telephone/Internet charges, gift shop purchases, and any other fees, expenses or charges not specifically identified as part of the Grand Prize are the sole responsibility of Winner. The Winner and Guest will be required to pay departure taxes and fees. Any available add-ons or upgrades may be purchased by the Winner and Guest at market rate and will be subject to the cruise line or other travel provider's cancellation policy. Photo identification and credit card or cash deposit may be required at any time for incidental charges. Cruise voyages are subject to availability, black-out dates and other restrictions at time of confirmation. Cancellation of a cruise by the Winner after the cruise has been confirmed will result in disqualification and forfeiture of the Grand Prize. Itineraries and departure dates may be changed, cancelled, or discontinued by Azamara at any time and without prior notice. Reservations must be confirmed by Winner at least two (2) months prior to the intended date of departure. Rebooking and changes by Winner and Guest are not permitted. Winner and Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor and Azamara has not and will not obtain or provide travel insurance or any other form of insurance. If Winner elects to travel or partake in the Grand Prize with no Guest, no additional compensation will be awarded (i.e., the

ARV price difference). Azamara shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the venue operators, transportation companies, prize providers or any other persons or businesses providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of any travel-related cancellations or delays. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. If for any reason whatsoever, Winner and/or Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Winner and/or Guest.

In the event the Winner and/or Guest engages in behavior that, as determined by the Sponsor and/or Azamara in their sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor, Azamara, or any of Sponsor's and/or Azamara's services, products, trademarks, service marks, or logos, Sponsor and Azamara reserve the right to terminate the trip/cruise early, in whole or in part, and send the Winner and Guest home with no further obligation or compensation whatsoever to Winner or Guest. In the event the Winner and/or Guest engages in behavior during travel that (as determined by Sponsor and Azamara in their sole discretion) is illegal, tortious, or subjects Winner and/or Guest to arrest or detention, Sponsor and Azamara shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by 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 TRAVEL RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE AND/OR WINNER'S AND GUEST'S USE OF THE PRIZE. Winner and Guest must agree to abide by all air carrier, cruise, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect. Failure to do so may result in forfeiture of Grand Prize and no other substitution or compensation will be provided in lieu thereof.

Talbots Gift Card is not redeemable for cash and will not be replaced if lost or stolen. Talbots Gift Card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

RANDOM DRAWING: The potential Winner will be selected in a random drawing on or about **Wednesday, September 4, 2024** from among all eligible entries received during the Sweepstakes Period by the Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION & VERIFICATION: The potential Winner will be notified by the Administrator via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"), or, if winner resides in Canada, a Declaration and Release Form (the "Declaration"). Guest will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner will be selected.

If Winner is a U.S. resident, Winner will be required to complete and return an IRS W-9 Form and furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected.

If Winner is a Canadian resident, then Winner will be required to correctly answer a skill-based mathematical test question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of Declaration and Release) within a limited time-period in order to be eligible to receive the Grand Prize. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the skill-testing question will result in disqualification of the potential winner and an alternate winner may be selected. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

If a prize notification or prize is returned as undeliverable, or if Winner is found to be ineligible or not in compliance with these Official Rules, that Winner will be disqualified, and the Grand Prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

PRIZE CONDITIONS: Grand Prize is not redeemable for cash, is not assignable or transferable, and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the Winner's sole responsibility.

Winner is responsible for all federal, state, provincial, territorial, local and income taxes associated with winning prize. If Winner is a U.S. resident, he/she will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law. If Winner is a Canadian resident, Sponsor will be responsible for withholding 30% of the value of the prize awarded and such person will receive the remaining value of such prize.

PUBLICITY RELEASE: Except where prohibited by law, entry and acceptance of prize constitute permission to use Winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Administrator, and release the Sponsor, the Administrator, Azamara, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, the acceptance and use/misuse of the prize offered, and claims based on publicity rights, defamation or invasion of privacy, copyright infringement, trademark infringement, or infringement of any other intellectual property right. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this

Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. The Released Parties have not made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the prize, including, without limitation, to the prize's quality or fitness for a particular purpose.

Each entrant understands and agrees that all rights under section 1542 of the civil code of California and any similar law of any state or jurisdiction of the United States are hereby expressly waived by him/her. Section 1542 reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any promotion it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF

GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT 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 SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE

DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: To the extent permitted by applicable law, the parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Plymouth County, Massachusetts and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Plymouth County, Massachusetts. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Plymouth County, Massachusetts. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including but not limited to Azamara and Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at https://www.talbots.com/privacy-policy.html?intcmp=20191231_footer_privacy.

OFFICIAL RULES REQUEST:

- **U.S. Residents:** U.S. Residents may request a copy of the Official Rules by visiting www.talbots.com/cruisesweeps or by sending a self-addressed, stamped envelope by September 4, 2024 to: The Talbots Cruise Sweepstakes Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.
- **Canada Residents:** Canada Residents may request a copy of the Official Rules by visiting www.talbots.com/cruisesweeps or by sending a self-addressed, stamped envelope by September 4, 2024 to: US Sweepstakes & Fulfillment Co., ATTN: The Talbots Cruise

Sweepstakes Official Rules Request, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after September 4, 2024), send a stamped, self-addressed envelope (no later than October 4, 2024) to:

- U.S. Address: The Talbots Cruise Sweepstakes Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.
- Canada Address: US Sweepstakes & Fulfillment Co., ATTN: The Talbots Cruise Sweepstakes Winner Confirmation Address, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.

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