

Terms and Conditions - #PinkPonyPromise Campaign

Overview: From October 1, 2014 to October 31, 2014 (the “**Submission Period**”) the Pink Pony Fund (the “**Pink Pony Fund**”) of The Polo Ralph Lauren Foundation (the “**Foundation**”) is seeking photograph submissions of individuals making a “Pink Pony Promise” and using the hashtag #PinkPonyPromise (“**Submission**”) for possible inclusion in the #PinkPonyPromise campaign (the “**Campaign**”) website hub (the “**Website**”) located at RalphLauren.com/PinkPonyPromise to bring awareness to the fight against cancer. (Examples of a “Pink Pony Promise” can be found at the Website.) The Pink Pony Fund of the Foundation will make a ten dollar (\$10 USD) grant (a “**Grant**”) to cancer-related causes for each eligible Submission posted on www.twitter.com (“**Twitter**”), www.instagram.com (“**Instagram**”), or the Website (each, a “**Platform**”) during the Submission Period in accordance with these Terms and Conditions.

In addition, for each friend tagged on Submissions made via Twitter or Instagram, up to a maximum of five (5) friends, the Pink Pony Fund will make an additional one dollar (\$1 USD) grant (“**Additional Grant**”) to cancer-related causes. The total maximum grant the Pink Pony Fund will make to cancer-related causes in connection with the Campaign is one million dollars (\$1,000,000 USD) (the “**Grant Cap**”). Notification will be posted on each Platform and the Website when the Grant Cap has been reached. The beneficiaries of the Grant and Additional Grants are The Ralph Lauren Center for Cancer Care and Prevention and Memorial Sloan Kettering Cancer Center.

All Submissions submitted via the Platforms and/or the Website with the hashtag #PinkPonyPromise have a chance of being selected to appear publicly on the Website for others to view. By providing your Submission with the hashtag #PinkPonyPromise, you agree to these Terms and Conditions.

Age and Jurisdiction Restrictions: You must be a resident of the U.S., United Kingdom, France, Italy or Germany and at least eighteen (18) years old, or the age of majority in your jurisdiction, to participate.

How to Submit: Participation in the Campaign is free. During the Submission Period, post a Submission of a photograph of yourself and your “Pink Pony Promise” with the hashtag #PinkPonyPromise via any Platform (see examples at the Website). You may also tag friends in your Submissions made on Twitter or Instagram. Pink Pony Promise cards, which may be used in your Submission, are optional, but can be found on the Website or in Ralph Lauren retail stores. You must have a public Instagram and/or a public Twitter account,

or post via the Website. Accounts are free. If you have made your Submission via Twitter or Instagram, the Foundation or its designee may then send you a message via the Platform on which you provided your Submission. You must respond to the message with #YesPinkPony in order for your Submission to have the opportunity to be included on the Website. If you have made your Submission via the Website, you will not be notified if the Foundation or its designee has selected your Submission to appear on the Website.

Submission Eligibility and Content Guidelines: Your Submission must include the hashtag #PinkPonyPromise and a statement generally supporting the Pink Pony Fund's mission to support programs for screening, early diagnosis, treatment, research and patient navigation. Only one (1) Submission per username/per Platform will be eligible to trigger a Grant or any Additional Grants, if applicable. Repeat posting of the same Submission on the same Platform or on multiple Platforms will not be eligible to trigger a Grant or any Additional Grants, if applicable. In addition, each Submission must adhere to the following guidelines:

- Your Submission must not include a photograph of anyone other than you.
- Your Submission must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
- Your Submission must comply with Instagram and Twitter's Terms and Conditions, as applicable, and any additional local restrictions.
- Your Submission must not have been previously published in a publicly available format, released or distributed in any form, or won any award.

Submission that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, not in keeping with the Foundation's image, that include dangerous or physically harmful acts or that otherwise contain inappropriate content or objectionable material, as determined by the Foundation in its sole discretion, or in accordance with any applicable local law or custom, will be disqualified for inclusion on the Website and will not be eligible to trigger a Grant or any Additional Grants, if applicable.

The Foundation reserves the right not to make a Grant or Additional Grant for any Submission that, in the Foundation's sole discretion, does not meet these Terms and Conditions.

Usage Rights in Submissions. By providing your Submission, you agree as follows: the Foundation and its designees shall have the unrestricted and non-exclusive, sub-licensable and transferable right to edit, adapt, publish, copy,

display, perform, broadcast, modify, and otherwise use your Submission, throughout the world, alone or in combination with other material in any and all media, whether now known or later discovered, in perpetuity (or the longest permissible period), without restriction of any kind whatsoever, without further consultation with or compensation to you or anyone else, including any acts that might otherwise be deemed a violation of moral rights (to the extent allowed by law). The Foundation and its designees may use your name, likeness, as shown in your Submission, in the manner described above, including for advertising, promotional and other purposes, throughout the world to the fullest extent allowed by law.

Release of Liability: To the extent permissible under applicable law, by providing your Submission, you agree to hold the Foundation and its designees and Ralph Lauren Corporation and its subsidiaries, affiliates, partners, employees, directors, and agents harmless for any injury or damage caused or claimed to be caused, in whole or in part, directly or indirectly, by participating in the Campaign.

Disputes: To the extent allowed by applicable law: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Campaign shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with providing your Submission in the Campaign, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

Governing Law: The Campaign is subject to all applicable laws and regulations, and is void where prohibited or restricted. Except where prohibited by law all issues concerning the construction, validity and enforcement of these Terms and Conditions, or the rights and obligations of the entrant and the Foundation and its designees, shall be constructed and governed by the laws of the state of New York, USA, without regard to conflicts of law. Claims may not be resolved through any form of class action and venue for all suits will be in the state or federal courts in the State of New York, USA.

Data: Any information you post online as part of a Submission in the Campaign is governed by the privacy policy of Instagram or Twitter or the Website, as applicable. Residents of the European Economic Area (EEA) or

Switzerland have the right to access, modify, rectify and withdraw their personal data by an e-mail to eu.privacy@ralphlauren.com. If you live in the EEA or Switzerland and withdraw your data or oppose the collection or processing, you will be deemed to cancel your participation in the Campaign. Your data will be collected and processed in the United States where laws may not provide an equivalent level of protection to the EEA and Switzerland.

Severability: If any provision(s) of these Terms and Conditions are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

Twitter/Instagram: By participating, you release Twitter, Instagram, and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Campaign and/or the appearance of your Submission on the Website. **This Campaign is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram.**