

## Shade Clothing "FAB PHOTO" Contest Rules

1. NO PURCHASE NECESSARY TO ENTER OR WIN. THE PURCHASE OF ANY GOOD AND/OR SERVICE WILL NOT INCREASE A PARTICIPANT'S CHANCE OF WINNING. The Contest entry period starts on May 18th, 2009 at 12:00 a.m. Mountain Time ("MT") and ends on June 1st, 2009 at 11:59 p.m. MT. Entries must be received by 11:59 PM MT on June 1st, 2009. Eligibility for entry into the Contest will cease at the applicable time and date and all entries received thereafter will be considered disqualified and will be ineligible for participation. If Shade Clothing does not receive your entry for any reason, including without limitation those specified below, or if your entry is not entered correctly, the entry will be invalid and you will be ineligible for the prize.

2. ELIGIBILITY: ONLY A LEGAL RESIDENT WHO (i) IS EIGHTEEN (18) YEARS OF AGE OR OLDER, (ii) IS RESIDING IN ONE OF THE FIFTY (50) U.S. STATES AND (iii) ENTERS VIA PARTICIPANT'S E-MAIL ADDRESS, IS ELIGIBLE TO PARTICIPATE OR WIN. Your personal information will be used in accordance with the Shade's Privacy Policy. Before providing any such information, please read our Privacy Policy, which is available at [www.shadeclothing.com](http://www.shadeclothing.com). By submitting an entry, you consent to the collection, processing, use and disclosure of the information contained in your entry according to our Privacy Policy. Each participant may enter only once. If multiple entries are submitted by any participant, only the first entry received by Shade will be entered into the Contest. Accordingly, each entry must be sent from your e-mail address to [contest@shadeclothing.com](mailto:contest@shadeclothing.com) and must include your name, e-mail address, telephone number and include a photograph of yourself taken within the last sixty (60) days. Your email address will automatically be added to Shade Clothing's email subscriber list. Your Photo should be attached to the e-mail in one of the following acceptable formats: .jpg, .gif, .png. All entries become the sole property of Shade Clothing and none shall be returned. By entering the Contest, you agree that your Photo may be posted by Shade on Shade's social media pages. An e-mail entry will be deemed to have been submitted by the owner of the e-mail account from which it was sent. For these purposes, an e-mail account holder shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. Employees of Shade, or any of its subsidiaries, or any company retained by Shade to promote, administer or provide advice with respect to the Contest, and members of any of their immediate families, are not eligible to enter.

3. PRIZE: All eligible participants will be competing for one grand prize. There will be 3 finalists, 1 grand prize winner and 2 runner ups. The grand prize shall consist of a \$50 Shade gift card redeemable on [ShadeClothing.com](http://ShadeClothing.com), Shade stores, and the opportunity to have the Winner's name and Photo posted on the homepage of the Shade Clothing's Facebook page, Shade's Blog and in the contest section of [ShadeClothing.com](http://ShadeClothing.com). The 1st runner up will receive a \$25 Shade gift card redeemable on [ShadeClothing.com](http://ShadeClothing.com) and Shade stores. The 2<sup>nd</sup> runner up will receive a free Bright Side tee of their choice. In the event of non-compliance with any of the rules set forth herein, including any prize notification returned as undeliverable, the Winner's prize may be forfeited and awarded to an alternate Winner. Shade is not responsible for, and

shall not be liable for, late, lost, misdirected or unsuccessful efforts to notify the Winner. The prize is awarded AS IS. No substitution of the prize will be permitted. The prize is non-transferable and may not be redeemed for cash. Odds of winning will be dependent upon number of entries received.

4. DETERMINATION OF WINNER: A panel of Shade's employees, in their sole discretion, will select the top 3 Contestants from among all eligible entries received on or before June 15th, 2009. Shade will announce the top 3 contestants on June 5th, 2009. All Facebook fans of Shade Clothing will get to vote on the number 1 winner between June 5th, 2009–June 15th, 2009. Shade will notify the Winner by telephone and/or e-mail and announce the winner on June 16th, 2009.

5. GENERAL: Questions regarding this Contest may be sent to the address above. By entering the Contest, you agree to these rules and all eligibility requirements and all decisions of Shade Clothing. By accepting the prize, the Winner agrees that Shade and those acting under Shade's authority may use Winner's name, biographical information, pictures/portraits, likenesses and/or voices for advertising and promotional purposes without further consideration at the sole discretion of Shade, unless prohibited by law. BY ACCEPTING A PRIZE, THE WINNER AGREES THAT SHADE CLOTHING, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER FOR ANY LIABILITY, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING DEATH, TO PERSONS AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS CONTEST. If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Shade Clothing that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Shade reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest and award the prize from among all eligible entries received prior to cancellation or termination. Shade assumes no responsibility for 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. Shade is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Shade on account of technical problems or traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest. Shade reserves the right to verify the eligibility qualifications of the Winner.