

OFFICIAL RULES

These Official Rules apply for the Talbots Valentine's Day Contest ("Contest") conducted by The Talbots, Inc., 1 Talbots Drive, Hingham, MA 02043 ("Sponsor" or "Talbots") which will be promoted on its website (the "Website") and at participating Talbots stores in the United States and Canada. The Contest will start at 12:00 Midnight Eastern Daylight Savings Time ("EDT") on January 28, 2010 and will end at 11:59:59 PM EDT on February 14, 2010. By entering this Contest, you agree to the Terms in these Official Rules.

- 1. CONTEST ENTRANTS AND PRIZE RECIPIENT MUST BE LEGAL RESIDENTS OF ONE OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA OR CANADA, WHO ARE FEMALE AND AGED 18 YEARS OR OLDER AT THE TIME OF ENTRY TO BE ELIGIBLE. VOID WHERE PROHIBITED BY LAW. CONTEST SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.** Associates of Talbots and its affiliates, and their immediate family members are not eligible. Retirees and corporate accounts of Talbots and its affiliates are also not eligible.

- 2. HERE'S HOW TO ENTER:** Visit www.talbots.com between 12:00 Midnight EDT on January 28, 2010 and 11:59:59 PM EDT on February 14, 2010 and follow the on-screen instructions to register and submit your complete name and address and daytime and evening telephone numbers and email address and an original description of your worst Valentine's Day gift received. All Official Entry Forms must be submitted as directed. All entries must be written in English and **may not exceed 100 words**. Entries containing any material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous, as determined by Sponsor in its sole and absolute discretion, will be disqualified. For purposes of these Official Rules, a day begins at 12:01 AM EDT. Contestants must provide a valid e-mail address. Sponsor is not responsible for computer system, phone line, technical, hardware, software or program failures of any kind, lost or unavailable network connections, incomplete, garbled or delayed computer transmission or network connections that are human or technical in nature. Use of automated devices is not valid for entry. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in this Contest or by any technical or human error which may occur in the processing of the entries in this Contest. Incomplete, unreadable, inaccurate, unintelligible or late entries or entries which otherwise do not comply with these Official Rules will be disqualified. All entries, upon submission, become the property of the Sponsor and will not be acknowledged or returned and the Sponsor has the right to dispose of the entries at Sponsor's discretion. Sponsor reserves the right to, in its sole discretion, cancel, modify or suspend the online portion of this Contest (or the entire Contest) should any computer virus, bugs or other technical difficulty or other causes beyond the control of the Sponsor corrupt the administration, security or proper play of the Contest, at which time, the judging of entries will be conducted as described below. All submissions will become the exclusive property of Sponsor, and none will be acknowledged or returned. Sponsor shall have the right to copy, edit, adapt, create derivative works, distribute, display, sell and publish any or all of the submissions and/or any part thereof, and may use them in any media without attribution or compensation to the entrant, his/her successors or assigns, or any other entity. **MAKING A SUBMISSION IN THIS CONTEST CONSTITUTES ENTRANT'S IRREVOCABLE ASSIGNMENT, CONVEYANCE AND TRANSFERENCE TO SPONSOR OF ANY AND ALL RIGHT, TITLE AND INTEREST IN THE SUBMISSION INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHTS.** By submitting an entry, you warrant and represent that the entry is 100% original and was created solely by you, that the entry does not incorporate any material owned by any third party, and that use of the entry as described herein will not violate any law or infringe upon the rights of any third party. If, in the opinion, and sole and absolute discretion, of Sponsor, the entry violates any law or infringes upon the rights of any third party, is inaccurate, illegible, incomplete or irregular in any way, or otherwise does not comply with the Official Rules, Sponsor may disqualify the entry. Sponsor is not responsible for entries that are processed late or incorrectly or those that are lost or damaged due to computer or electronic malfunction or other error. This Contest may be cancelled in the event an insufficient number of qualified Entries are received that do not meet the minimum standards established by the judges.

- 3. JUDGING CRITERIA:** A total of twenty-one (21) potential winners will be selected from among all

eligible entries received. A third party hired by Talbots, bazaarvoice, will judge all entries. The potential winners will be selected based on originality (50%) and creativity (50%). 200 entry finalists will be provided to Talbots Marketing Department Judging Panel (consisting of the Chief Marketing Officer, VP or Public Relations and Chief Creative Officer) to conduct final judging based on originality (50%) and creativity (50%). The Judging Panel's decisions are final and binding in all respects relating to winner election. In the event of a tie, the tied entrants will be re-judged by an additional judge who will serve as a tie-breaker using the same criteria as outlined herein. In the event the same entry is submitted by more than one entrant, only the first entry received will qualify. Potential winners will be notified by email on or about March 1, 2010. If the Judging Panel is unable to reach a potential winner by email, he/she may be disqualified and the winner appointment will be awarded to the next highest scoring entry. If the potential winner does not meet the eligibility requirements and/or is ineligible for any other reason, that potential winner will be disqualified and the winner appointment will be awarded to the next highest scoring entry. This process will be repeated until twenty-one (21) potential winners are determined to be eligible. Sponsor is not responsible for fraudulent calls or e-mails made to entrants not by the Judging Panel. Potential winners will be sent an Affidavit of Eligibility and Liability and Publicity Release. Potential winners must sign before a notary public and return an Affidavit of Eligibility/Prize Acceptance/Liability/Permission and (where legally permissible) a Publicity Release Form within five (5) business days of receipt. Eligibility, age and claims made by potential winners are subject to verification.

If a potential winner's notification is returned as undeliverable, a potential winner is disqualified or ineligible, or a potential winner declines the prize, the prize may be forfeited and an alternate winner will be selected. The Grand Prize winner will be flown to New York City, New York with 4 friends for a Girls Weekend. The Girls Weekend consists of two (2) night hotel accommodations for five (5) in New York City and airfare to and from New York City. The Grand Prize Winner will also receive a free Style By Design personal shopping appointment at Talbots at 525 Madison Avenue, New York. The Grand Prize winner and her guests will be provided with round trip coach air transportation between major commercial airport nearest Finalist's residence for Finalist, round trip ground transportation between airport and hotel (of Sponsor's choosing) in New York City, NY. All participants must leave and return from the same airport. The approximate retail value of the trip is: \$6,000. In the event the Grand Prize winner lives within 180 miles from New York City, NY, Sponsor will provide the Grand Prize winner with round trip ground transportation between the Grand Prize winner's residence and New York City, NY in lieu of the round trip coach air transportation from major commercial airport nearest the Grand Prize winner's residence. The dollar value difference between the round trip coach air transportation and ground transportation will not be provided to the Grand Prize winner. Sponsor reserves the right to change the dates of travel and Grand Prize winner must travel on dates designated by Sponsor. Travel is subject to availability and blackout dates and restrictions will apply. The Grand Prize winner will be solely responsible for any and all meals and beverages, gratuities, travel upgrades, personal incidentals and any other expenses not specified as prizes herein. Sponsor maintains no control over the personnel, equipment, or operation of any air carrier, train operator, ground transportation carrier, hotel, or other person or entity furnishing service, products, or accommodations as a part of the prize provided under this Contest and shall not be liable for any injury, damage, loss, expense, accident, delay, cancellation, diversions or substitution, or any act or omission, inconvenience, or other irregularity that may be caused. Sponsor shall not be liable for any loss or damage to baggage. Grand Prize winner will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages and the associated costs for these requirements. Travel prize package is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required at time of travel. During the Grand Prize Winner's trip, she and her guests may be filmed and photographed to use on Talbots website, Facebook and Twitter pages.

4. **PRIZES AND THEIR APPROXIMATE RETAIL VALUES ("ARV"): ONE (1) GRAND PRIZE:** Grand Prize consists of one (1) five hundred dollar (\$500) Talbots Gift Card, plus the trip to New York City, NY for five (5) people with two (2) nights accommodations and airfare to and from New York City. ARV of Grand Prize: \$6,000; **TWENTY (20) SECOND PRIZES:** Second Prize consists of one (1) two hundred and fifty dollar (\$250) Talbots Gift Card. ARV of Grand Prize: \$250. No prize substitutions or transfers will be permitted. All federal, state and local taxes will be the sole responsibility of the winners.

5. **GENERAL:** By entering this Contest and/or accepting a prize, all entrants and winners: (1) agree to be bound by these rules; (2) agree to release, indemnify, and hold harmless Sponsor and its affiliates and

each of their respective officers, directors, employees and agents from any and all liability for any claim, loss, harm, damages, regulatory action, costs or expenses (including without limitation property damages, personal injury and/or death) arising out of participating in this Contest, the acceptance, possession, use or misuse of a prize, or claims based on publicity rights, defamation or invasion of privacy, copyright infringement, trademark infringement or infringement of any other intellectual property right; (3) agree to share information contained in their entry with Sponsor and its affiliates; (4) consent to the use of their names, voices, photographs, videos and/or likenesses, biographical information, and all materials submitted to Sponsor, and any material based thereon or derived therefrom, for advertising and promotional purposes in any medium (whether now or hereafter known) throughout the world in perpetuity without additional permission or compensation unless prohibited by law; and (5) agree to participate in any and all publicity and promotional activities (except where prohibited) in connection with this Contest as designated by Sponsor.

- 6. INTERNET:** If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. The Sponsor 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. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity or eligibility of any entry based on an e-mail address, the entry will be declared made by the Authorized Account Holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- 7. USE OF INFORMATION:** The information that you provide in connection with the Contest may be used for Sponsor's internal purposes and to send you information about Sponsor's products and special promotions but will not be provided to third parties, except as necessary for the administration of the Contest or as required by law or legal process. If you do not wish to receive information from Sponsor in the future, please make sure to uncheck the appropriate box(es) on the Official Entry Form. For additional information about Sponsor's [Privacy Policy](#), click here.
- 8. DISPUTES:** Any dispute relating to the Contest (including, without limitation, a dispute as to whether an entrant has complied with all of these Official Rules) shall be resolved by the Sponsor, in its sole and absolute discretion, and the decision of the Sponsor shall prevail. With respect to entrants who are residents of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Regie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Regie only for the purpose of helping the parties reach a settlement. All decisions of the Sponsor shall be final.
- 9. NAME OF WINNER:** To receive the name of the Winners (available after March 1, 2010) or a copy of the Official Contest Rules, send a self-addressed, stamped #10 envelope before April 1, 2010 to: Talbots Marketing Department, 1 Talbots Drive, Hingham, MA 02043. Please specify "Talbots 2010 Valentine's Day Contest Official Rules" or "Talbots 2010 Valentine's Day Contest Winner List" on the outer envelope.