

**Off Broadway Shoes
Deck Our Wall with Holiday Heels! Photo Contest
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK®.

1. **HOW TO ENTER:** The Off Broadway Shoes Deck Our Wall with Holiday Heels! Photo Contest (“Contest”) is for eligible contestants to submit one (1) photo of themselves wearing their favorite holiday shoes (“Photo”). The Contest starts on **December 9, 2011** at 12:00:01 AM ET and ends on **December 31, 2011** at 11:59:59 PM ET (the “Promotion Period”). To enter, (i) visit and LIKE the official *Off Broadway Shoes* Page on Facebook (Sponsor’s Official Facebook Page”), and (ii) complete and submit your online entry form and Photo using Sponsor’s application found at the Contest tab “**Deck Our Wall**”. Photos need not depict a shoe from *Off Broadway Shoes*, but Photos cannot contain, display or reference any commercial/corporate symbols, logos, brand names, trademarks, trade dress, slogans or advertising other than those owned by Sponsor. By entering this Contest, you represent and warrant that: each Photo submitted (1) must be original (not a copy of any existing work), (2) must be taken of you and owned by you, (3) must not incorporate or infringe any trademark, or copyrighted material of any other person or be used for any commercial purpose other than to enter this Contest, (4) must not include any information that personally identifies you or any other person, and (5) must not include any elements that are illegal, obscene, contain racial, ethnic, religious, or sexually derogatory characterizations or slurs, or are otherwise offensive or inappropriate, as determined by Sponsor in its sole discretion. Photos may not violate any applicable federal, state, or local laws or regulations in any way as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify any entry that, in its sole opinion, does not comply with these Official Rules. Limit one (1) entry per person. All entry information is submitted to Sponsor, not to Facebook. All entries submitted become the exclusive property of Sponsor. For a copy of these Official Rules, print them from Sponsor’s Official Facebook Page.
2. **ELIGIBILITY:** Open only to Facebook account holders 18 or older who are legal residents of The United States of America at the time of entry. Residents of Puerto Rico are not eligible for this contest. Employees, shareholders, officers and agents of Sponsor, its affiliates, and advertising agencies, and their immediate family members and persons residing in the same household of such employees are not eligible to win this Contest. In the event of a dispute over the identity of a contestant, the contestant will be the person assigned to the email address used to submit the entry form by an ISP, online service provider, or other organization that is responsible for assigning e-mail addresses.
3. **ONLINE VOTING:** During the Promotion Period, visitors who visit and LIKE Sponsor’s Official Facebook Page can vote online for the Photo they would like to see win a prize in the Contest. Limit (1) one vote per person per day. The five (5) Photos that received the most votes during the Promotion Period from among all of the eligible Photos will win a prize. Potential winners will be determined on or prior to **January 6, 2012** and will be notified via email. In the event of a tie, the winner will be the contestant who was first to post their Photo to Sponsor’s Official Facebook Page during the Promotion Period. If any potential winner notification is returned as undeliverable, or if potential winner does not respond within 5 days of the date of notification, prize will be forfeited and an alternative winner will be selected.
4. **PRIZES:** Sponsor will award five (5) Prizes. Prize is \$25 *Off Broadway Shoes* gift card (Approximate Retail Value: \$25). The gift cards may not be used for the purchase of merchandise other than shoes and may not be redeemed or exchanged for cash. If the price of the shoes for which the gift card is used exceeds the amount of the gift card, the winner is responsible for the difference. If the price of the shoes for which the gift card is used is less than the amount of the gift card, the difference will not be refunded. All taxes are the sole responsibility of the winner. No prize substitutions or cash equivalent of prize is permitted except at Sponsor’s sole discretion, and then only for a prize of equal or greater value. Prize is not transferable. Unclaimed prizes may not be awarded. Lost or stolen prizes will not be replaced.
5. **GENERAL:** By participating in this Contest, participants agree to release, discharge and hold harmless Sponsor, Facebook and their respective affiliates, agents, representatives and employees from and against any and all liability, loss, or damages, including tax liability or damages of any kind arising from participation in this Contest or resulting from acceptance, possession, use or misuse of any prize received in this Contest, specifically including, but not limited to: claims that your Photo infringes any third party’s copyrights, trademark rights, patent or publicity rights. See Sponsor’s Privacy Policy at www.offbroadwayshoes.com for information about how Sponsor uses and stores entrants’ information. This Contest is void where prohibited or restricted by law and is subject to applicable federal, state and local laws and regulations. Sponsor and Facebook are not responsible for: (1) late, delayed, incomplete, damaged, garbled, incomplete, misdirected, or lost entries, (2) any human error, technical malfunctions, lost or delayed data transmission or any

interruption of any computer equipment or software; or (3) inability to access any web site or online service, or any other error or malfunction. Sponsor and Facebook are not responsible for lost, expired or damaged Prizes. By entering, (a) each contestant grants to Sponsor a worldwide, nonexclusive, sublicensable, perpetual, royalty-free license to use, reproduce, display, adapt, edit, modify and distribute the contestant's Photo in any way, in any all media now existing or hereafter devised, for any purpose, without attribution, notification, compensation or consent to contestant, or to not use it at all, and (b) except where prohibited by law, each contestant agrees that Sponsor may publish or incorporate winner's name and/or likeness, address (city and state only), and prize information, in any and all media now existing or hereafter devised for promotional or any other purpose whatsoever, without attribution, notification, compensation or consent to contestant. By participating in this Contest, each contestant agrees to be bound by these Official Rules, that the decisions of Sponsor are final and binding, and warrants that s/he is eligible to participate in this Contest. Sponsor may disqualify any contestant who attempts to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other contestants. No automatic, programmed, robotic or similar means of entry or voting are permitted. Sponsor's computer is the official time-keeping device for this Contest. In the event Sponsor cancels or suspends the Contest for technical reasons, Sponsor shall award the prizes based on the highest amount of votes received from among all eligible Photos received prior to the date of cancellation or suspension.

6. **Governing Law; Venue.** THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NORTH CAROLINA. Each entrant agrees that any unsettled disputes shall be individually resolved, without any form of class action, exclusively before a court located in Mecklenburg County, North Carolina. EACH ENTRANT EXPRESSLY AND IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN THE STATE OR FEDERAL COURTS SITTING IN MECKLENBURG COUNTY NORTH CAROLINA. Entrants shall not be permitted to obtain awards for punitive, incidental, indirect, or consequential damages, including attorneys fees, beyond participant's actual expenses associated with entering this Contest, and entrant waives all rights to have damages multiplied or increased.

7. **QUESTIONS AND WINNER'S LIST.** Any questions, comments or complaints regarding the Contest should be directed to Sponsor and not Facebook. For the winners list, send a self-addressed, stamped envelope postmarked by February 28, 2012 to: Off Broadway Shoes Deck Our Wall with Holiday Heels! Photo Contest, Attn: Marketing, 4300 Alexander Drive, Suite 100, Alpharetta, Georgia 30022.

8. **SPONSOR.** Sponsor is Off Broadway Shoes, Inc., 4300 Alexander Drive, Suite 100, Alpharetta, Georgia 30022.