

# #JCPTRENDSWAP

## PHOTO CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, EXCLUDING PUERTO RICO, WHO ARE AT LEAST 18 YEARS OF AGE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

#JCPTRENDSWAP PHOTO CONTEST ("CONTEST") WILL BE DIVIDED INTO THE FOLLOWING THREE (3) SEPARATE AND DISTINCT TWO (2) DAY ENTRY PERIODS (EACH, AN "ENTRY PERIOD"):

Entry Period	Start Time/Date	End Time/End Date	Winner Selection/Announcement
1	At or around 12:00 pm (noon) ET on September 17, 2014	11:59 p.m. ET on September 18, 2014	At or around 12:00 p.m. (noon) on September 23, 2014
2	At or about 12:00 pm (noon) ET on September 24, 2014	11:59 p.m. ET on September 25, 2014	At or around 12:00 p.m. (noon) on September 30, 2014
3	At or around 12:00 pm (noon) ET on October 1, 2014	11:59 p.m. ET on October 3, 2014	At or around 12:00 p.m. (noon) on October 8, 2014

**ELIGIBILITY:** CONTEST IS OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA, 18 YEARS OF AGE OR OLDER. EMPLOYEES OF J. C. PENNEY CORPORATION, INC. ("SPONSOR"), VICTOR AND SPOILS, INC., AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND ADVERTISING AND PROMOTION AGENCIES, AND MEMBERS OF THEIR IMMEDIATE FAMILY (SPOUSE AND PARENT, CHILDREN AND SIBLINGS AND THEIR RESPECTIVE SPOUSES, REGARDLESS OF WHERE THEY RESIDE) AND PERSONS LIVING IN THE SAME HOUSEHOLD, WHETHER OR NOT RELATED, OF SUCH EMPLOYEES, ARE NOT ELIGIBLE TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. BY PARTICIPATING, EACH ENTRANT AGREES TO ABIDE BY THESE OFFICIAL RULES ("OFFICIAL RULES") AND DECISIONS OF SPONSOR AND JUDGES, WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS RELATING TO THIS CONTEST.

**HOW TO ENTER:** DURING THE APPLICABLE ENTRY PERIOD, ONE OF THE PARTICIPATING DESIGNERS WILL POST A PHOTO ON THE JCPENNEY PAGE ON FACEBOOK ("JCP PAGE") AND VIA HER SOCIAL MEDIA CHANNELS OF A NOT-SO-HOT PAST FASHION TREND. TO ENTER, SUBMIT A PHOTO OF YOURSELF IN A NOT-SO-HOT PAST FASHION TREND VIA ONE OF THE FOLLOWING WAYS ("ENTRY"): JCP PAGE: DURING AN ENTRY PERIOD, FIND THE APPLICABLE DESIGNER POST ON THE JCP PAGE AND SUBMIT YOUR ENTRY AS A COMMENT WITHIN THAT POST OR POST YOUR ENTRY TO THE JCP PAGE WITH THE HASHTAG #JCPTRENDSWAPENTRY; OR TWITTER: SUBMIT YOUR ENTRY ON TWITTER DURING AN ENTRY PERIOD USING THE HASHTAG #JCPTRENDSWAPENTRY. IF YOU DON'T ALREADY, YOU MUST "FOLLOW" @JCPENNEY ON TWITTER AND YOUR TWITTER ACCOUNT MUST BE SET TO "PUBLIC" TO BE ELIGIBLE. YOU CAN "UNFOLLOW" @JCPENNEY AND MAKE YOUR TWITTER ACCOUNT TO "PRIVATE" ANY TIME AFTER THE WINNERS HAVE BEEN ANNOUNCED; OR INSTAGRAM: SUBMIT YOUR ENTRY ON INSTAGRAM DURING AN ENTRY PERIOD USING THE HASHTAG #JCPTRENDSWAPENTRY. IF YOU DON'T ALREADY, YOU MUST "FOLLOW" @JCPENNEY ON INSTAGRAM AND YOUR INSTAGRAM ACCOUNT MUST BE SET TO "PUBLIC" TO BE ELIGIBLE. YOU CAN "UNFOLLOW" @JCPENNEY AND MAKE YOUR INSTAGRAM ACCOUNT TO "PRIVATE" ANY TIME AFTER THE WINNERS HAVE BEEN ANNOUNCED. IF AN ENTRANT ACCESSES THE CONTEST ON HIS/HER MOBILE DEVICE, THE ENTRANT'S WIRELESS SERVICE PROVIDER MAY CHARGE THE ENTRANT FOR APPLICABLE MESSAGE AND DATA CHARGES. ENTRANTS SHOULD CONSULT THEIR WIRELESS SERVICE PROVIDER REGARDING ITS PRICING PLANS PRIOR TO PARTICIPATING VIA A MOBILE DEVICE.

**LIMIT ONE (1) ENTRY PER ENTRY PERIOD PER PERSON/FACEBOOK ID/TWITTER ACCOUNT/INSTAGRAM ACCOUNT, REGARDLESS OF METHOD OF ENTRY. MULTIPLE ENTRIES IN ANY ENTRY PERIOD WILL BE VOID. ENTRIES GENERATED BY SCRIPT, MACRO OR OTHER AUTOMATED MEANS OR BY ANY MEANS WHICH SUBVERT THE ENTRY PROCESS ARE VOID. ALL ENTRIES BECOME THE SOLE PROPERTY OF THE SPONSOR AND WILL NOT BE RETURNED.**

**PROHIBITED CONTENT:** ENTRIES MAY NOT CONTAIN, AS DETERMINED BY THE SPONSOR, IN ITS SOLE DISCRETION, ANY CONTENT THAT:

- IS SEXUALLY EXPLICIT OR SUGGESTIVE; UNNECESSARILY VIOLENT OR DEROGATORY OF ANY ETHNIC, RACIAL, GENDER, RELIGIOUS, PROFESSIONAL OR AGE GROUP;
- PROFANE OR PORNOGRAPHIC; CONTAINS NUDITY;
- PROMOTES ALCOHOL, ILLEGAL DRUGS, TOBACCO, FIREARMS/WEAPONS (OR THE USE OF ANY OF THE FOREGOING); PROMOTES ANY ACTIVITIES THAT MAY APPEAR UNSAFE OR DANGEROUS; PROMOTES ANY PARTICULAR POLITICAL AGENDA OR MESSAGE;
- IS OBSCENE OR OFFENSIVE; ENDORSES ANY FORM OF HATE OR HATE GROUP;
- APPEARS TO DUPLICATE ANY OTHER SUBMITTED ENTRY;
- DEFAMES, MISREPRESENTS OR CONTAINS DISPARAGING REMARKS ABOUT SPONSOR, ITS PRODUCTS OR SERVICES, OTHER PEOPLE OR COMPANIES;
- CONTAINS TRADEMARKS, LOGOS, OR TRADE DRESS (SUCH AS DISTINCTIVE PACKAGING OR BUILDING EXTERIORS/INTERIORS) OWNED BY OTHERS, WITHOUT PERMISSION, TO THE EXTENT PERMISSION IS NECESSARY;
- CONTAINS COPYRIGHTED MATERIALS OWNED BY OTHERS (INCLUDING MUSIC, PHOTOGRAPHS, SCULPTURES, PAINTINGS, AND OTHER WORKS OF ART OR IMAGES PUBLISHED ON OR IN WEBSITES, TELEVISION, MOVIES OR OTHER MEDIA), WITHOUT PERMISSION, TO THE EXTENT PERMISSION IS NECESSARY;
- CONTAINS MATERIALS EMBODYING THE NAMES, LIKENESSES, VOICES, OR OTHER INDICIA IDENTIFYING ANY PERSON (LIVING OR DEAD), SUCH AS LICENSE PLATE NUMBERS, PERSONAL NAMES, E-MAIL ADDRESSES OR STREET ADDRESSES, INCLUDING, WITHOUT LIMITATION, CELEBRITIES AND/OR OTHER PUBLIC OR PRIVATE FIGURES, LIVING OR DEAD, WITHOUT PERMISSION, TO THE EXTENT PERMISSION IS NECESSARY;
- COMMUNICATES MESSAGES OR IMAGES INCONSISTENT WITH THE POSITIVE IMAGES AND/OR GOOD WILL WITH WHICH SPONSOR WISHES TO ASSOCIATE; AND/OR
- VIOLATES ANY LAW.

**ENTRY MUST BE THE ORIGINAL WORK OF THE ENTRANT, MAY NOT HAVE BEEN PREVIOUSLY PUBLISHED, MAY NOT HAVE WON PREVIOUS AWARDS, AND MUST NOT INFRINGE UPON THE COPYRIGHTS, TRADEMARKS, RIGHTS OF PRIVACY, PUBLICITY OR OTHER INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON OR ENTITY. IF AN ENTRY CONTAINS ANY MATERIAL OR ELEMENTS THAT ARE NOT OWNED BY THE ENTRANT, AND/OR WHICH ARE SUBJECT TO THE RIGHTS OF THIRD PARTIES, THE ENTRANT IS RESPONSIBLE FOR OBTAINING, PRIOR TO SUBMISSION OF THE ENTRY, ANY AND ALL RELEASES, PERMISSIONS AND CONSENTS NECESSARY TO PERMIT THE USE AND EXHIBITION OF THE ENTRY BY SPONSOR IN THE MANNER SET FORTH IN THESE OFFICIAL RULES, INCLUDING, WITHOUT LIMITATION, PERMISSIONS FROM ANY PERSON WHO IS MENTIONED IN, APPEARS IN OR IS IDENTIFIABLE IN THE ENTRY AND PERMISSIONS FROM ANY PERSON WHO TOOK THE PHOTOGRAPH OF THE ENTRANT. SPONSOR RESERVES THE RIGHT TO REQUEST PROOF OF THESE PERMISSIONS IN A FORM ACCEPTABLE TO SPONSOR FROM ANY ENTRANT AT ANY TIME. FAILURE TO PROVIDE SUCH PROOF MAY, IF REQUESTED, RENDER ENTRY NULL AND VOID. BY SUBMITTING AN ENTRY, ENTRANT WARRANTS AND REPRESENTS THAT HE/SHE AND ANY PERSONS WHO ARE MENTIONED IN, APPEARING OR IDENTIFIABLE IN THE ENTRY CONSENT TO THE SUBMISSION AND USE OF THE ENTRY IN THE CONTEST AND TO ITS USE AS OTHERWISE SET FORTH HEREIN.**

**BY SUBMITTING AN ENTRY, ENTRANT REPRESENTS AND WARRANTS THAT THE ENTRY CONFORMS TO THESE OFFICIAL RULES AND UNDERSTANDS THAT SPONSOR, IN ITS SOLE DISCRETION, MAY DISQUALIFY THE ENTRY FOR ANY REASON, INCLUDING IF IT DETERMINES, IN ITS SOLE DISCRETION, THAT THE ENTRY FAILS TO CONFORM TO THESE OFFICIAL RULES IN ANY WAY OR OTHERWISE CONTAINS UNACCEPTABLE CONTENT AS DETERMINED BY SPONSOR, IN ITS SOLE DISCRETION.**

**USE OF ENTRIES:** BY SUBMITTING AN ENTRY, ENTRANT HEREBY GRANTS TO SPONSOR AND ITS LICENSEES, SUCCESSORS AND ASSIGNS AN IRREVOCABLE, PERPETUAL, UNLIMITED, ROYALTY-FREE, FULLY PAID-UP LICENSE TO REPRODUCE, DISTRIBUTE, DISPLAY, EXHIBIT, EXPLOIT, PERFORM, EDIT, CREATE DERIVATIVES OF AND OTHERWISE USE THE ENTRY AND ALL ELEMENTS OF SUCH ENTRY, TOGETHER WITH ANY OTHER MATERIAL, AS WELL AS THE NAME, USER NAME, CITY AND STATE OF RESIDENCE, VOICE, IMAGE AND/OR LIKENESS OF ENTRANT, IN ANY AND ALL MEDIA NOW KNOWN OR HEREAFTER DEvised, IN ANY MANNER, IN WHOLE OR IN PART, WORLDWIDE, WITHOUT COMPENSATION OR NOTIFICATION TO, OR PERMISSION FROM, ENTRANT OR ANY THIRD PARTY, FOR ANY PURPOSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, FOR PURPOSES OF ADVERTISING OR TRADE. ENTRANT AGREES THAT RELEASED PARTIES (AS DEFINED BELOW) ARE NOT RESPONSIBLE FOR ANY UNAUTHORIZED USE OF ENTRIES BY THIRD PARTIES. SPONSOR HAS NO OBLIGATION TO MAKE USE OF THE RIGHTS GRANTED HEREIN AND MAY TAKE DOWN ANY PHOTO AT ANY TIME AND FOR ANY REASON.

**JUDGING:** ALL ELIGIBLE ENTRIES RECEIVED BY SPONSOR FOR EACH ENTRY PERIOD WILL BE JUDGED BY THE APPLICABLE DESIGNER BASED ON THE FOLLOWING EQUALLY WEIGHTED CRITERIA: ORIGINALITY AND EASE OF RELATING THE ENTRY TO A CURRENT FALL FASHION TREND ("JUDGING CRITERIA"), TO DETERMINE THE POTENTIAL WINNER FOR THAT ENTRY PERIOD. NONWINNING ENTRIES FROM ONE ENTRY PERIOD WILL NOT BE INCLUDED IN SUBSEQUENT ENTRY PERIODS. IN THE EVENT OF A TIE IN ANY ENTRY PERIOD, AN ADDITIONAL, "TIE-BREAKING" JUDGE WILL DETERMINE THE WINNER BASED ON THE JUDGING CRITERIA. SPONSOR RESERVES THE RIGHT TO NOT AWARD ALL PRIZES IF, IN ITS SOLE DISCRETION, IT DOES NOT RECEIVE A SUFFICIENT NUMBER OF ELIGIBLE AND QUALIFIED ENTRIES. ALL DECISIONS OF THE SPONSOR AND JUDGES ARE FINAL AND BINDING. SPONSOR WILL NOT REVEAL THE JUDGING SCORES FOR ANY ENTRY.

**WINNER NOTIFICATION:** POTENTIAL WINNERS WILL BE NOTIFIED BY A COMMENT ON THE WINNING POST OR DIRECT MESSAGE (DEPENDING ON THE ORIGINAL METHOD OF ENTRY) AND MAY BE REQUIRED TO EXECUTE AN AFFIDAVIT OF ELIGIBILITY AND A LIABILITY AND PUBLICITY RELEASE (UNLESS PROHIBITED BY LAW), WHICH MUST BE RETURNED WITHIN FIVE (5) DAYS OF DATE APPEARING ON PRIZE NOTIFICATION. RETURN OF PRIZE OR PRIZE NOTIFICATION AS UNDELIIVERABLE, FAILURE TO SIGN AND RETURN REQUIRED DOCUMENTATION WITHIN THE SPECIFIED TIME PERIOD, THE INABILITY OF SPONSOR TO CONTACT A POTENTIAL WINNER WITHIN A REASONABLE TIME PERIOD OR NONCOMPLIANCE WITH THESE OFFICIAL RULES BY ANY POTENTIAL WINNER WILL RESULT IN DISQUALIFICATION AND, AT SPONSOR'S SOLE DISCRETION, THE PRIZE MAY BE AWARDED TO A RUNNER-UP FOR THE ENTRY PERIOD AT ISSUE.

**PRIZES (ONE (1) PER ENTRY PERIOD):** \$500 JCP GIFT CARD. APPROXIMATE RETAIL VALUE ("ARV"): \$500. GIFT CARDS ARE SUBJECT TO TERMS AND CONDITIONS SPECIFIED THEREON. PRIZES ARE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. ALL FEDERAL, STATE AND LOCAL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. WINNERS MAY NOT SUBSTITUTE, ASSIGN OR TRANSFER PRIZE, BUT SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO SUBSTITUTE PRIZE WITH ONE OF COMPARABLE OR GREATER VALUE. PRIZES ARE NOT REDEEMABLE FOR CASH. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. LIMIT ONE (1) PRIZE PER PERSON/HOUSEHOLD FOR THE ENTIRE CONTEST.

**RELEASE OF LIABILITY:** BY PARTICIPATING, EACH ENTRANT AGREES TO RELEASE, INDEMNIFY, DISCHARGE AND HOLD HARMLESS SPONSOR, VICTOR AND SPOILS, INC., FACEBOOK, INC., TWITTER, INC., INSTAGRAM, LLC, PARTICIPATING DESIGNERS, AND THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, AND ADVERTISING AND PROMOTION AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF THE FORGOING (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL INJURIES, LIABILITY, LOSSES AND DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY RESULTING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRANT'S PARTICIPATION IN THE CONTEST OR ANY CONTEST-RELATED ACTIVITY, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AND/OR SPONSOR'S USE OF THE RIGHTS GRANTED HEREIN.

**PUBLICITY GRANT:** BY PARTICIPATING, EACH ENTRANT AGREES TO THE USE BY SPONSOR AND ITS DESIGNEES OF HIS/HER NAME, SOCIAL MEDIA USERNAME(S), VOICE, BIOGRAPHICAL INFORMATION, ENTRY, IMAGE (INCLUDING, WITHOUT LIMITATION, APPLICABLE PROFILE PHOTO) AND/OR LIKENESS FOR ADVERTISING, PUBLICITY, PROMOTIONAL AND OTHER PURPOSES, IN ANY AND ALL MEDIA NOW OR HEREAFTER KNOWN, WORLDWIDE IN PERPETUITY, WITHOUT COMPENSATION (UNLESS PROHIBITED BY LAW) OR ADDITIONAL CONSENTS FROM ENTRANT OR ANY THIRD PARTY AND WITHOUT PRIOR NOTICE, APPROVAL OR INSPECTION, AND TO EXECUTE SPECIFIC CONSENT TO SUCH USE IF ASKED TO DO SO.

**GENERAL CONDITIONS:** RELEASED PARTIES ARE NOT RESPONSIBLE FOR LOST, LATE, INCOMPLETE, DAMAGED, INACCURATE, STOLEN, DELAYED, MISDIRECTED, UNDELIVERED, OR GARBLED ENTRIES, POSTS, TWEETS, COMMENTS, EMAIL OR MAIL; OR FOR LOST, INTERRUPTED OR UNAVAILABLE NETWORK, SERVER, INTERNET SERVICE PROVIDER (ISP), WEBSITE, OR OTHER CONNECTIONS, AVAILABILITY OR ACCESSIBILITY OR MISCOMMUNICATIONS OR FAILED COMPUTER, SATELLITE, TELEPHONE OR CABLE TRANSMISSIONS, LINES, OR TECHNICAL FAILURE OR JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED TRANSMISSIONS OR COMPUTER HARDWARE OR SOFTWARE MALFUNCTIONS, FAILURES OR DIFFICULTIES, OR OTHER ERRORS OR DIFFICULTIES OF ANY KIND WHETHER HUMAN, MECHANICAL, ELECTRONIC, COMPUTER, NETWORK, TYPOGRAPHICAL, PRINTING OR OTHERWISE RELATING TO OR IN CONNECTION WITH THE CONTEST, INCLUDING, WITHOUT LIMITATION, ERRORS OR DIFFICULTIES WHICH MAY OCCUR IN CONNECTION WITH THE ADMINISTRATION OF THE CONTEST, THE PROCESSING OR JUDGING OF ENTRIES, THE ANNOUNCEMENT OF THE PRIZES OR IN ANY CONTEST-RELATED MATERIALS. RELEASED PARTIES ARE ALSO NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY SITE USERS, TAMPERING, HACKING, OR BY ANY EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST. RELEASED PARTIES ARE NOT RESPONSIBLE FOR INJURY OR DAMAGE TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING IN THIS CONTEST OR DOWNLOADING MATERIALS FROM OR USE OF THE WEBSITE. PERSONS WHO TAMPER WITH OR ABUSE ANY ASPECT OF THE CONTEST OR WEBSITE, WHO ACT IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER OR WHO ARE IN VIOLATION OF THESE OFFICIAL RULES, AS SOLELY DETERMINED BY SPONSOR, WILL BE DISQUALIFIED AND ALL ASSOCIATED ENTRIES WILL BE VOID. SHOULD ANY PORTION OF THE CONTEST BE, IN SPONSOR'S SOLE OPINION, COMPROMISED BY VIRUS, WORMS, BUGS, NON-AUTHORIZED HUMAN INTERVENTION OR OTHER CAUSES WHICH, IN THE SOLE OPINION OF THE SPONSOR, CORRUPT OR IMPAIR THE ADMINISTRATION, SECURITY, FAIRNESS OR PROPER PLAY, OR SUBMISSION OF ENTRIES, SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO SUSPEND, MODIFY OR TERMINATE THE CONTEST AND, IF TERMINATED, AT ITS DISCRETION, SELECT THE POTENTIAL WINNER(S) FOR THE ENTRY PERIOD(S) AT ISSUE FROM ALL ELIGIBLE, NON-SUSPECT ENTRIES RECEIVED FOR SUCH ENTRY PERIOD(S) PRIOR TO ACTION TAKEN USING THE JUDGING PROCEDURE OUTLINED ABOVE OR AS OTHERWISE DEEMED FAIR AND APPROPRIATE BY SPONSOR. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**REQUEST FOR WINNERS LIST:** FOR THE WINNERS LIST (AVAILABLE AFTER OCTOBER 3, 2014), SEND AN EMAIL TO SOCIAL-SM@JCPENNEY.COM.

**SPONSOR:** J. C. PENNEY CORPORATION, INC., 6501 LEGACY DR. PLANO, TEXAS 75024.

**THIS CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY FACEBOOK, TWITTER OR INSTAGRAM.**