

The Justin Timberlake Experience Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Justin Timberlake Experience (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia), Canada, and Mexico who are at least eighteen (18) years old at the time of entry. Employees of Levi Strauss & Co., HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations. It is void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Levi Strauss & Co., 1155 Battery St., San Francisco, CA 94111, U.S.A. (www.levi.com)
Administrator: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A.

3. Timing: The Sweepstakes begins on October 4, 2018 at 9:00 a.m. United States Eastern Time ("ET") and ends on October 18, 2018 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit <https://levis.promo.eprize.com/sweeps2018/> and follow the links and instructions to complete and submit the registration, including your name and a valid email address. You automatically will receive one (1) entry into the Sweepstakes. Limit: Each participant may enter one time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

5. Grand Prize Drawing: Administrator is an independent judging organization, whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select, in its stated address or in any other location in the United States, the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around October 19, 2018. The potential winner will be notified by email. The potential winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration"), which must be received by Administrator within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner is a Canadian resident he/she will be required to answer a time limited skill testing question without assistance, in order to be eligible to receive a prize. If the winner is not a resident of the United States, winner must also complete and return an IRS Form W8-Ben to claim the prize. Receiving a prize is contingent upon compliance with these Official Rules. If the potential winner cannot be contacted, fails to sign and return the Declaration, fails to answer the skill-testing question correctly or fails to provide any other requested information within the required time period, potential winner forfeits the prize. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner

by random drawing from among all remaining eligible entries. Only three (3) alternate drawings, time permitting, will be held, after which the prize will remain un-awarded.

6. Prize: ONE (1) GRAND PRIZE: A trip for winner and one (1) guest to travel to Los Angeles, California to see the Justin Timberlake concert on November 27, 2018 and a \$500 USD Levi's gift card, eligible for redemption in-store or online in winner's country of residence. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Los Angeles, CA; two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; two (2) tickets to the Justin Timberlake concert (seating determined by sponsor in its sole discretion); and travel agent services. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, room taxes, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The round trip air transportation element for any travel prize begins and ends at the point of departure. A deposit or payment in advance, or presentation of a credit card by the winner, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions and conditions stated herein are not all-inclusive and the prize described below may be subject to additional restrictions and conditions, which may be stated in the Declaration. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her place of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if the concert is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value: \$4,250 USD, or approximately \$5,500 CAD, or 90,000 MXN. Actual value may vary based on airfare fluctuations, currency fluctuations, and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and the reporting consequences thereof, and fees associated with prize receipt and/or use. The prize is provided "as-is" without warranty of any kind, either express or implied, and Sponsor hereby disclaims all such warranties of merchantability, fitness for a particular purpose and/or non-infringement. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Limit: of one (1) prize per person.

U.S. Taxation. "If the winner is a resident of the United States, they will receive an IRS form 1099 and will be responsible for all taxes associated with acceptance of the prize. If the winner is not a resident of the United States, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the US taxing authority IRS (the United States

tax agency) as required by law and winner will receive a U.S tax form 1042 from the Administrator reflecting the total value of the prize, including the gross up amount and the withholding amount submitted to the IRS will be noted separately.

7. Release: By receipt of any prize, and to the maximum extent permitted by law, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes the winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Entry must be made by the entrant, only as described in these Official Rules. Sponsor shall have no liability for any submission that is not viewed by Sponsor or Administrator. Sponsor shall have no liability for any winner notification that is not viewed by a potential winner or for any potential winner that is unable to be contacted for any reason.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. The Released Parties have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

11. Governing Law/Jurisdiction: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF

LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN SAN FRANCISCO, CALIFORNIA, SUBJECT TO THE ARBITRATION AGREEMENT IN SECTION 12.

12. ARBITRATION AGREEMENT: By participating in this Sweepstakes, entrant agrees that any and all disputes entrant may have with, or claims entrant may have against the Released Parties relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of the agreement to arbitrate in this Section 12 (a "**Claim**"), will be resolved exclusively by final and binding arbitration in accordance with the Rules of the American Arbitration Association ("**AAA Rules**"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it will not be disclosed beyond the arbitration proceedings, except as may be required by applicable law.

If entrant demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude entrant from seeking action by federal, state, or local government agencies. Entrant and Sponsor also have the right to bring qualifying claims in small claims court. In addition, entrant and Sponsor retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Official Rules, nor a waiver of the right to have disputes submitted to arbitration as provided in these Official Rules.

Neither entrant nor Sponsor may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only Entrant and/or Sponsor's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT ENTRANT OR SPONSOR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section will continue in full force and effect. This Section of these Official Rules will survive the termination of your relationship with Sponsor. Unless otherwise stated in these Official Rules, the invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Official Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13. For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the

parties reach a settlement.

14. Entrant's Personal Information: Entrants authorize the transfer of their personal data to Sponsor and Administrator for the purposes of administration of the Promotion. All information submitted to the Sponsor as part of this Promotion will be treated in accordance with the Sponsor's privacy policy, available at https://www.levi.com/US/en_US/cms/privacy_policy for United States entrants; https://www.levi.com/CA/en_CA/cms/privacy_policy for Canada entrants; and https://www.levi.com.mx/shop_levis_privacidad/ for Mexico entrants), and Administrator's privacy policy available at <http://www.helloworld.com/privacy-policy>. The personal data of the entrant will be stored by Administrator on servers located within the United States. Data will be processed in compliance with applicable data privacy laws.

15. Winner List: For a winner list, visit <https://bit.ly/2CIPjnS>. The winner list will be posted after winner confirmation is complete.

16. Promotion Emails: By participating in the Promotion, you agree to receive Promotion-related emails from Administrator including, but not limited to, a registration confirmation email.

17. Marketing Emails and How to Unsubscribe: Entrants have the option of opting in to receive email marketing communications. Entrants may opt out of these communications at any time. To opt out of future marketing messages from Sponsor, click the "Unsubscribe" link at the bottom of any promotional email. Click on "Sign In" from any page on to access, correct or update your choices and settings.