

TORRID MODEL SEARCH

Official Rules of Program, Contest and Conduct

As of May 21, 2017

PROGRAM OVERVIEW

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS CONTEST IS IN NO WAY SPONSORED, ADMINISTERED OR ENDORSED BY FACEBOOK.

“MyTorrid Model Search” 2017 Contest (the “Contest”) is sponsored by Torrid, LLC (“Torrid” or “Sponsor”). The Contest is being conducted in connection with the MyTorrid Model Search video program (the “Program”) that is being produced by Over Easy Productions, Inc. (“Producer”).

Producer and Sponsor will conduct the “MyTorrid Model Search” 2017 Contest in order to select Participants, Finalists and ultimately one (1) Finalist to be named the Winner of the Contest. Contest begins on May 21, 2017 and ends on November 19, 2017 (the “Contest Period”).

Applicants who meet the requirements set forth in these Official Rules may enter the Contest by completing an online application (the “Application”). Sponsor will select ten (10) women (the “Participants” and each a “Participant”) from among all eligible applicants that are received during the Contest Period. The ten (10) Participants will be flown to Los Angeles, California for a test photo shoot and interview. From the ten Participants, four (4) finalists (the “Finalists” and each a Finalist) will be chosen by a select panel of Torrid judges to compete through online voting on Facebook.com (and other means which may be made available by Sponsor) to be the “Face of Torrid 2018” and win the Grand Prize (as defined below). Sponsor will provide additional details regarding online voting, including the mechanisms for doing so and applicable rules, prior to the Voting Period.

APPLICATION REQUIREMENTS

In order to be considered for selection as a Participant/Finalist, you must submit an Application, available at www.torrid.com/modelsearch, between 12:01 a.m. (Pacific Daylight Time), May 21, 2017 and 11:59 p.m. (Pacific Daylight Time), August 13, 2017.

In addition to completing an Application, eligible applicants may also participate in an optional live casting event. Additional information regarding the live casting events is available at www.torrid.com/modelsearch. Sponsor recommends that applicants submit their Application before attending a live casting event.

If you provide any information to Sponsor or Producer, whether as part of the Application or otherwise, you shall provide only true, accurate, current and complete information. If any information submitted as part of the Application changes during Contest Period, you shall provide updated information to Sponsor so that the information submitted as part of the Application remains accurate throughout the Contest Period.

By submitting any photographs or videos as part of the Application (collectively, “Applicant Content”), you hereby grant to Producer and Sponsor a perpetual, royalty-free, non-exclusive, worldwide license to use, reproduce, create derivative works based on, distribute, display and

perform any Applicant Content (i) in and in connection with the Contest and/or Program, (ii) to advertise and promote the Contest, Program and Sponsor, and (iii) for such other uses as Sponsor may determine in Sponsor's sole discretion.

ADDITIONAL REQUIREMENTS FOR FINALISTS

If a Participant is selected as a Finalist, she will be required to promote herself online and through social media to solicit votes from the public. Each Finalist must post online about Sponsor's model search at least 3 times per week from October 23, 2017 to November 19, 2017 (the "Voting Period"). Each online post shall include the hashtag or other notice specified by Sponsor, and shall comply with all applicable laws, rules and regulations.

SELECTION OF THE PARTICIPANTS, THE FINALISTS & THE WINNER

The Participants will be selected by Sponsor based on (1) the information provided in the Application and obtained through a background check, and (2) the applicant's performance at a live casting event, if applicable.

The Finalists will be selected by Sponsor based on those criteria above and the Participant's performance in a photo shoot, interview and/or video-taping session(s), as applicable, conducted by Sponsor.

The Finalist with the most number of votes at the end of the Voting Period will be the "Winner", subject to final approval by Sponsor.

The number and identity of the individuals judging the Participants and deciding the Winner shall be determined, and may be changed at any time with or without notice, by Sponsor in its sole and absolute discretion. Sponsor reserves the right in its sole and absolute discretion to judge the Participants and select the Winner pursuant to such criteria and/or methodology as it determines.

PARTICIPANT REQUIREMENTS

To be eligible to participate in the Contest, applicants must meet all of the following criteria:

- (a) Applicants must be at least 18 years old at the start date of the Contest Period.
- (b) Applicant must be legally able to work in the United States and be eligible to accept the prize, if awarded, with the unrestricted right to work for any United States employer and live in the United States between January 1, 2018 and December 31, 2018. Applicant must provide proof of such eligibility to Producer.
- (c) Applicant may not currently be a candidate for public office and will not become a candidate until one (1) year after the initial airing of Participant's last appearance on the Program.
- (d) If selected as a Participant, applicant must be willing to (i) travel to and reside in Los Angeles, California for up to one (1) week, commencing in September or October 2017, or at such time otherwise scheduled by Sponsor, and (ii), while in Los Angeles, California, participate

in any interview, recording and photography sessions and other activities scheduled by Sponsor. Economy travel to and from Los Angeles, CA and hotel accommodations in Los Angeles, CA for Participant shall be provided by Producer.

(e) If selected as a Finalist, applicant must also be willing to (i) travel to and reside in Los Angeles, California for up to one (1) week, commencing in November 2017, or at such time otherwise scheduled by Sponsor, and (ii), while in Los Angeles, CA, participate in any interview, recording and photography sessions and other activities scheduled by Sponsor. Economy travel to and from Los Angeles, California and hotel accommodations in Los Angeles, CA for Finalist shall be provided by Producer.

(f) Applicant may not participate in the Program or Contest if applicant's participation would create impropriety or the appearance of impropriety as determined solely by Sponsor. Neither Participant nor any member of Participant's immediate family or anyone living in Participant's household that has been an employee, officer, director or agent of any of the following during the two (2) years prior to the Contest start date is eligible to enter: (a) Producer, Sponsor or any distributor of the Program or Contest, and/or any of their respective parents, affiliated and subsidiary companies; (b) any person or entity involved in the development, production, sponsoring, distribution or other exploitation of the Program or Contest or any variation thereof; or (c) any person or entity supplying services or prizes to the Program or Contest.

(g) Applicant may not be a professional model. Sponsor will determine on a case-by-case basis whether an individual represented by a modeling agency qualifies as a professional model.

(h) If chosen as a Finalist, the Participant will need to create a Facebook account in order to compete for online votes. Membership to Facebook is free. Visit Facebook.com for more information or to create a free Facebook account.

Producer and Sponsor reserve the right to add to or change any of the eligibility requirements at any time without prior notice to applicants.

BACKGROUND CHECKS

Sponsor will conduct background checks on applicants before selecting them as Participants.

By submitting an Application, you agree to voluntarily submit to and complete a background check, in accordance with applicable laws, and execute all documents required by Sponsor in connection with such background check; authorize Sponsor to secure information about you from any current or former employers, associates, family members, educational institutions, government agencies, credit reporting agencies, and any references you provide or that are developed in the course of such investigation; irrevocably authorize such parties to provide information concerning you to Sponsor; and authorize Sponsor to investigate and obtain copies of your employment records and governmental records, including but not limited to, any motor vehicle records, criminal records, and credit and/or consumer report(s).

PARTICIPANT DISMISSALS

If any Participant violates these Official Rules, acts in a dangerous or disruptive manner, or attempts to purposely sabotage any part of the Program or the Contest (including any recording or photography in connection with the Program or Contest), that Participant may be disqualified by Producer or Sponsor, and Producer and/or Sponsor may exercise any and all rights and remedies they may have against such Participant.

THE PRIZES

Each of the ten (10) Participants will receive a Participant Prize. The Participant Prize consists solely of: economy travel to and from Los Angeles, California, hotel accommodations in Los Angeles, CA, and \$50 per diem (for two days). Total Approximate Retail Value (“ARV”) of each Participant Prize is \$2600.

The four (4) Finalists will receive a Finalist Prize. The Finalist Prize consists solely of: economy travel to and from Los Angeles, CA, hotel accommodations in Los Angeles, California, and \$50 per diem (for two days). Total ARV of each Participant Prize is \$2600.

The three (3) Finalists who are not selected as the Winner will receive the Consolation Prize. The Consolation Prize consists solely of: a \$500 Torrid gift card.

One (1) Winner will receive the Grand Prize. The Grand Prize consists solely of: a modeling contract with Sponsor whereby the Winner may appear in Sponsor’s catalogs, on Torrid.com, and Sponsor’s social media (terms of the contract are to be determined by Sponsor); a \$1000 Torrid gift card; clothing (ARV \$500); and the opportunity to make appearances at Torrid stores and events as Sponsor’s brand ambassador. Total ARV of the Grand Prize (excluding the Torrid modeling contract) is \$1500.

TOTAL ARV of all prizes (excluding the modeling contract) is \$39,400.

Sponsor and Producer shall have the right in its sole and absolute discretion to either award or not award any or all of the prizes to the Winner and/or other Participants/Finalists, or to substitute a new prize for any or all of the prizes. A substitution for any prize (including, without limitation, prizes that have already been announced) may be of any value, and neither Producer nor Sponsor shall have any obligation to substitute a prize with one of equal or greater value, and such substitution shall be deemed the prize.

The Participants, Finalists and Winner shall be personally responsible for the payment of any and all applicable city, state, federal, foreign and/or other taxes on or resulting from any prize(s) they receive.

PRIVACY

Sponsor and Producer may gather personal information provided by applicants online for the purposes of conducting and managing the Contest, and may, for this purpose, use and disclose such personal information.

By submitting an Application, you consent to the collection, use and disclosure of your personal information by Producer and Sponsor in accordance with the Privacy Policy.

You acknowledge and agree that your personal information may be disclosed publicly in connection with the Program if you are selected as a Participant.

By entering the Contest and/or accepting a prize, each applicant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, voice, image, biographical information, photos and/or likeness, and statements for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the world wide web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

If an applicant does not provide Producer and/or Sponsor the requested personal information required to enter the Contest, applicant will not be able to participate in the Contest or Program.

ADDITIONAL TERMS AND CONDITIONS

By submitting an Application, you agree to the terms and conditions of the Casting Release.

REPRESENTATIONS AND WARRANTIES

By submitting Applicant Content, each applicant represents and warrants that: (i) she the right to grant the rights granted in these Official Rules with respect to such Applicant Content; (ii) the consent of no other person, firm, corporation or other entity is required to enable Sponsor and/or Producer to exercise the rights granted in these Official Rules with respect to the Applicant Content; (iii) neither Sponsor's nor Producer's use of the Applicant Content will violate the rights of any third party; and (iv) Sponsor and Producer have the right to use the Applicant Content free and clear of any claims for royalties or other compensation.

LIMITATIONS OF LIABILITY

Sponsor, Producer and each of their respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents, are not responsible for any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alteration of Applications; printing or other errors; and any Applications which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof. In the event the Contest is terminated early, a winner may be selected from all eligible Participants at the time of termination.

RELEASE OF LIABILITY/INDEMNITY

By participating, each applicant agrees to release, discharge, indemnify and hold harmless Sponsor, Producer and each of their respective affiliates, subsidiaries, parent corporations, and their officers, directors, employees, representatives and agents from and against any claims made by the Winner, Participants, Finalists, applicants or any other third parties whose claims are related

in any way to the operation of this Contest or the Program; the applicant's Applicant Content; as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly from applying or participating in this Contest or the Program.

DISPUTES

By entering this Contest, applicants agree to abide by these Official Rules as stated herein and the decisions of Sponsor and/or Producer, which are final and binding in all matters pertaining to the Contest. Except where prohibited, by participating in this Contest, applicants agree that the Contest is governed by, and will be construed in accordance with, the laws of the State of California and the forum and venue for any dispute shall be in Los Angeles, California.

If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association, in accordance with its Arbitration Rules and Procedures or subsequent versions thereof ("AAA Rules"). The AAA Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in the State of California.

The remedy for any claim shall be limited to actual damages, and in no event shall an applicant or any other party be entitled to recover punitive, exemplary, special, incidental, indirect and consequential damages or any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs described in this Section, nor will an applicant or any party be entitled to have damages multiplied or otherwise increased or to rescind this agreement or seek injunctive or any other equitable relief.

Applicants agree that the statute of limitations for asserting any claims shall be a period of one (1) year from the end date of the Contest Period. Applicants agree that any and all disputes, claims, and causes of actions arising out of or connected with the Contest or any prize awarded shall be resolved individually, without resort to any form of class action.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any applicant and/or Sponsor shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. If any provision or provisions of these Official Rules shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

GENERAL RULES

Participants are not permitted to mention or "plug" any commercial product or service on the Program, and may not pay or accept any money or other valuable consideration (including a division of cash or prizes), in connection with Participant's appearance on the Program, or authorize anyone else to do so.

Participant must immediately inform Producer if Participant knows anyone working on the Program.

No firearms or weapons of any sort are to be possessed or brought to any location by any Participant at any time during production of the Program, any interview or live casting event, or any photo shoot.

Except to promote herself online and through social media from October 23, 2017 through November 19, 2017 in order to solicit votes from the public, Participant shall not disclose to any person, firm or entity, any information regarding the Program or Contest or Participant's involvement in the Program or Contest, unless otherwise approved by Sponsor in advance. Without limiting the generality of the foregoing, Participant shall not disclose any information regarding the Winner, her identity, or any other Finalists.

No physical violence will be tolerated.

Participants shall not negligently or willfully damage any location or any of the personal property of Producer or Sponsor or any of the other Participants.

No drugs or illegal substances or any use thereof (other than drugs that have been prescribed for the Participant or over the counter medications) will be tolerated at any time or place during the entire production of the Program, on camera or off. This includes, without limitation, prescription drugs for which Participant does not have a valid, current written prescription from a medical doctor, and the consumption of alcohol if a Participant is not of legal drinking age. Penalty for non-compliance is immediate dismissal and forfeiture of the prize(s) (if applicable).

EACH PARTICIPANT ACCEPTS AND AGREES TO ABIDE BY THESE OFFICIAL RULES AND BY THE DECISIONS OF PRODUCER AND SPONSOR, WHICH DECISIONS SHALL BE FINAL AND BINDING (AND NOT SUBJECT TO CHALLENGE OR APPEAL) ON ALL MATTERS RELATING TO ALL ASPECTS OF THE PROGRAM AND CONTEST INCLUDING, BUT NOT LIMITED TO, SELECTION OF THE PARTICIPANTS, SELECTION OF THE FINALISTS, SELECTION OF THE WINNER AND THE INTERPRETATION OF THESE RULES. RULES ARE SUBJECT TO CHANGE AT ANY TIME FOR ANY REASON, WITH OR WITHOUT PRIOR NOTICE TO THE PARTICIPANTS.

PRODUCER'S OR SPONSOR'S FAILURE TO ENFORCE THE RULES ON ONE OCCASION, OR IN CONNECTION WITH A PARTICULAR APPLICANT OR PARTICIPANT, SHALL NOT PRECLUDE PRODUCER LATER FROM ENFORCING THE RULES ON ANOTHER OCCASION OR WITH RESPECT TO THE SAME OR A DIFFERENT APPLICANT OR PARTICIPANT.

APPLICANTS MUST OBEY ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND EACH APPLICANT ACCEPTS FULL RESPONSIBILITY FOR HER BEHAVIOR AND ACTIONS AND WILL NOT BE PROTECTED BY PRODUCER OR SPONSOR FROM ANY VIOLATION OF LAW.

PRODUCER RESERVES THE RIGHT TO DISQUALIFY ANY APPLICANT, PARTICIPANT

OR FINALIST AT ANY TIME, IN PRODUCER'S SOLE AND ABSOLUTE DISCRETION, INCLUDING, WITHOUT LIMITATION, IF SHE HAS VIOLATED THESE RULES, MISREPRESENTED HERSELF IN ANY WAY, WHETHER BY INCOMPLETELY, INACCURATELY OR MISLEADINGLY REPLYING OR BY FAILING TO REPLY TO ANY QUESTION, OR OTHERWISE, AND SUCH DISQUALIFIED APPLICANT WILL FORFEIT THE RIGHT TO THE PRIZE(S). ENFORCEMENT OF THESE RULES SHALL BE AT SPONSOR'S AND PRODUCER'S ABSOLUTE DISCRETION. ANY APPLICANT DISQUALIFIED OR OTHERWISE REMOVED FROM THE CONTEST OR PROGRAM MAY BE REPLACED BY AN ALTERNATE APPLICANT AT ANY TIME, AT THE ABSOLUTE DISCRETION OF SPONSOR AND PRODUCER.

APPLICANT COLLUSION IS PROHIBITED AND MAY BE ILLEGAL, AND ANY UNAUTHORIZED COMMUNICATION AMONG APPLICANTS AND/OR SHOW STAFF OR ANY OTHER THIRD PARTY IS STRICTLY PROHIBITED. APPLICANT MUST NOTIFY PRODUCER IMMEDIATELY IF ANY APPLICANT ATTEMPTS TO INITIATE ANY SUCH COMMUNICATION WITH THEM BEFORE, DURING OR AFTER TAPING OF THE PROGRAM OR OTHERWISE DURING THE CONTEST PERIOD.

APPLICANTS ARE NOT PERMITTED TO SHARE ANY PRIZE MONEY OR ANY PORTION OF A PRIZE WITH ANY OTHER APPLICANT. THEY MAY NOT MAKE PLANS OR AGREEMENTS, WHETHER IN WRITING OR ORALLY, TO DO SO. APPLICANTS WILL BE MONITORED THROUGHOUT THE PRODUCTION OF THE PROGRAM AND THE CONTEST PERIOD. ANY APPLICANT FOUND CONSPIRING OR COLLUDING WITH ANOTHER APPLICANT WILL BE DISQUALIFIED FROM THE PROGRAM AND MAY BE LEGALLY PROSECUTED.

SPONSOR RESERVES THE RIGHT TO CHANGE, ADD TO, DELETE FROM, MODIFY OR AMEND THESE RULES AT ANY TIME IN ITS SOLE AND ABSOLUTE DISCRETION.

NOTHING CONTAINED IN THESE RULES IS INTENDED, OR SHALL BE DEEMED, TO SUPERSEDE ANY AGREEMENTS BETWEEN A PARTICIPANT AND PRODUCER.

WINNERS LIST: For an Official Winners List (available after January 31, 2018), or a copy of these Official Rules, send a self-addressed, stamped envelope to: "MyTorrid Model Search, c/o Torrid LLC, 18501 E. San Jose Avenue, City of Industry, CA 91748. All requests must be received by June 1, 2018.

THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.