

**NINE WEST**  
**“VINTAGE AMERICA VOICES” CONTEST**  
**OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST.**

1. **ELIGIBILITY:** This Contest is open only to legal residents of the contiguous United States, who are 18 years of age or older at the time of entry and are not a professional song writer or lyricist (i.e. have not sold or had professionally recorded any song, sheet music or lyrics). Employees (and their immediate families or those living in the same household) of Jones Apparel Group USA, Inc. (Nine West Division), (“Sponsor”) and its respective affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers and advertising, promotional and judging agencies are not eligible to enter or win.
2. **HOW TO ENTER:** You may enter the Contest beginning at 12:01 a.m. EDT on July 14, 2009 and ending at 12:59 p.m. EDT on September 1, 2009. To enter this Contest, you must follow the instructions on the Sponsor’s website located at [www.ninewest.com/vintageamericacollection](http://www.ninewest.com/vintageamericacollection). You will be required to submit your own original music video featuring an original song written and performed only by you. Contestants may not enter songs that have been published or previously commercially released. Your music video entry must be less than 60 seconds in length and be your original product, and not be subject to any other persons’ or entities’ copyright. You must enable your video to allow for ratings when you upload your video onto YouTube. You may enter this Contest only once. All entries must be received by 12:59 p.m. EDT of the last date of the Contest, i.e. August 30, 2009. All entries become the property of Sponsor and will not be returned.
3. **PRIZES AND SELECTION OF WINNERS:** There will be Eight (8) Prizes awarded: Seven (7) weekly prizes and One (1) Grand Prize.

**Weekly Prizes:** Each of the Seven (7) weekly prizes consists solely of a Nine West America Collection product, e.g. a pair of shoes, a handbag, or belt selected by Sponsor. The approximate total retail value of each of the Seven (7) prizes is \$100.00. The total value of all Seven (7) Prizes to be awarded is \$700. The weekly winners will be selected by a panel of judges chosen by Sponsor from the eligible music video entries received during each week of the Contest. One (1) winner will be determined each week from among all of the entries received during the prior week.

**Grand Prize:** After all Seven (7) winners have been determined, one (1) Grand Prize winner will be selected on or about September 15, 2009 from among the Seven (7) week’s winners by a panel of judges chosen by Sponsor. The Grand Prize winner will receive: recognition in the December 2009 issue of Lucky Magazine; assorted Nine West Vintage America Collection products selected by Sponsor; the opportunity to participate in a recording session in New York City at a studio of Sony ATV’s choosing (subject to conditions that may be required by Sony/ATV including, but not limited to, agreeing that: (i) the winning song will be published by Sony/ATV; and (ii) the resulting “Master Recording” will be owned and controlled by Sony/ATV); airfare and hotel accommodations in New York City for winner for one (1) night; and an opportunity to have the winning song released by Hickory Records, distributed via iTunes, and posted on Nine West’s Facebook and YouTube pages. The approximate retail value (“ARV”) of the Grand Prize is \$2,500. Winners will be required to grant to Sponsor a gratis license to use the winning song and video, the original records and the Master Recording of the winning song in connection with Nine West’s promotion of its Vintage America Collection. Winners will also be required to indemnify Sponsor and Sony/ATV for any costs or fees incurred due to allegations regarding copyright or other intellectual property rights or rights of publicity asserted against Sponsor and/or Sony/ATV pertaining to Winner’s entry. Grand Prize Winner agrees to appear in a video created by Sponsor of the winner recording the winning song in a recording studio selected by Sony/ATV. The judges shall determine the weekly Winners based on the originality, creativity and adherence to the theme of the Contest as determined solely by the judges, whose decisions are final and binding in all matters relating to this Contest. All Winners will be notified by telephone, e-mail or mail service. All federal, state, and local tax liabilities are the sole responsibility of the Winner. No transfer, substitution, or cash equivalent for the Prize permitted, except by Sponsor in its sole discretion. Grand Prize Winner will be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). All Prizes are guaranteed to be awarded. Only one Winner per household is permitted.

4. **PRIZE CONDITIONS:** No substitution for any prize will be permitted. If necessary due to unavailability of the Prize, a prize of equal or greater value will be awarded at the discretion of the Sponsor. Prize is not transferable, assignable or redeemable for cash. Winner will be required to execute and return an Affidavit of Eligibility and Publicity/Liability Release within fifteen (15) days of issuance. Failure to return all required documents in this time period may result in the Winner being disqualified and an alternate Winner selected. If a prize notification is returned to Sponsor as undeliverable or if an entrant is found to be ineligible or declines acceptance of the Prize for any reason, an alternate Winner will be selected. By entering this Contest and/or accepting the Prize, Winner and entrant hereby consent (except where prohibited by law) to the use by Sponsor of the Winners' name, age photograph, voice, likeness and/or image, hometown address, and music video entry without any further compensation.
5. **CONDUCT OF PARTICIPATION:** By entering the Contest, entrant affirms that he or she has read and agrees to abide by the Official Contest Rules and the decisions of the judges. Sponsor reserves the right to disqualify any entrant acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Contest or the website. The Contest is governed by the laws of the United States and, by entering, all Winners and entrants hereby submit to the jurisdiction and venue of the federal, state and local courts located in New York, New York. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE RELATED TO SPONSOR OR THE CONTEST 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 FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
6. **LIMITATIONS OF LIABILITY:** Sponsor and each of its 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 entries; printing or other errors; and any entries or mail which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof. Sponsor reserves the right to modify, suspend or terminate the Contest in the event that it becomes necessary due to circumstances beyond Sponsor's control. In the event the Contest is terminated early, a winner will be selected from all eligible entries received at the time of termination.
7. **RELEASE OF LIABILITY:** By participating, Winner and entrants agree to release, discharge, indemnify and hold harmless Sponsor and Sony/ATV 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, entrants or any other third parties related in any way to the operation of this Contest, including without limitation, claims of copyright infringement, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.
8. **WINNERS LIST:** For an Official Winners List (available after October 15, 2009) or a copy of these Official Rules, send a self-addressed, stamped envelope to: Nine West "Vintage America Voices" Contest - WINNERS - or - OFFICIAL RULES (please specify), c/o Nine West Marketing Department, 1129 Westchester Avenue, White Plains, New York 10604-3529. All requests must be received by December 31, 2009. Official Rules also available at [www.ninewest.com/vintageamericacollection](http://www.ninewest.com/vintageamericacollection).
9. **SPONSOR:** Jones Apparel Group USA, Inc. (Nine West Division).

**THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

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