

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

ELIGIBILITY: Beyond Perfect Contest (“Contest”) is only open to legal residents of the 50 United States and the District of Columbia, age 18 or older at time of entry. Employees of the *New York Magazine* (“Sponsor”), David Yurman Enterprises LLC and their respective parent companies, subsidiaries, retailers, advertising and promotion agencies and all other companies involved in this Contest and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Contest is governed by U.S. law. Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

CONTEST ENTRY PERIOD: Contest begins at 12:00 am Eastern Time (“ET”) on Thursday, January 12, 2017 and ends at 11:59 pm ET on Thursday, February 9, 2017 (“Contest Entry Period”).

HOW TO ENTER: During the Contest Entry Period, go to @DavidYurman (instagram.com/davidyurman) from your Instagram app and follow @DavidYurman. Then share a photo on your personal Instagram account that captures your love story moment, tag it with #DYbeyondperfect and #contest in the caption. Each submission as mentioned above is referred herewith as an “Entry”. Partial or incomplete Entry may not be accepted. You may submit as many Entries as you wish but each Entry must be different from your previously submitted Entry(ies). Any photo depicting a minor may be submitted only by the minor’s parent or legal guardian.

Entry Guidelines: Entries must comply with the following content guidelines to be eligible.

- Entry should be original and posted by the entrant. It is the entrant’s responsibility to obtain the approval and rights to use any content associated with Entry that is not created by the entrant prior to submission of the Entry;
- Entry must not have been previously published, used or submitted by the entrant for any commercial purpose.
- Entry cannot be sexually explicit or suggestive, or derogatory of any ethnic, racial, gender, religious, be profane or pornographic, or contain nudity;
- Must not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous;
- Must not defame, misrepresent or contain disparaging remarks about other people or companies;
- Must not contain any prominent use of trademarks, logos, copyrighted materials owned by others as determined by Sponsor (except for those of Sponsor and David Yurman), or contain any personal identification;
- Must not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and David Yurman wish to associate.

Entrant warrants and represents that he/she has the approval and rights to use and post any content in the Entry. By submitting an Entry, entrant warrants and represents that he/she consents to the submission and use of the Entry in the Contest, and to its posting on the brand pages. Entrant grants the Sponsor and any organizations affiliated with the promotion of the Contest, the perpetual, irrevocable, non-exclusive license to publish, reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, otherwise use, and permit others to use and perform throughout the world the Entry in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, all without further consent from or payment or notification to entrant. Contest Entities are not responsible for any unauthorized third party use of any Entry. Entries will not be held “in confidence” and an Entry does not create a confidential relationship or obligation of secrecy between the entrant and Sponsor or any of its affiliates.

The Sponsor and/or David Yurman reserve the right to post the submitted Entries, disqualify any Entry for any reason, and/or remove any Entry posted on their brand pages. Sponsor and David Yurman are under no obligation to disclose why an Entry has been disqualified other than the Entry was ineligible under these Official Rules. You agree that Sponsor and David Yurman have no obligation to post your Entry, that all such postings, if any, will be in Sponsor’s and David Yurman’s sole discretion and that the posting of an Entry does not guarantee the Entry will be selected as a winner. Entries posted on their brand pages are not edited by Sponsor or David Yurman, and are the views/opinions of the individual

entrant and do not reflect the views of the Sponsor or David Yurman in any manner.

Each entrant also acknowledges that many submissions may be similar or identical in look, fashion and/or other respects to entrant's Entry and entrant waives any and all claims entrant may have had, may have, and/or may have in the future that any Entry accepted, reviewed and/or used by the Sponsor, its affiliates, or their respective officers, directors, employees and agents may be similar to or the same as entrant's Entry.

By submitting an Entry, you are indicating that you have read, understood and fully agree to these Official Rules. Multiple entries from any person through the use of any robotic device or artifice, will be deemed invalid. Entry must be made by the entrant. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, such Entry will be deemed ineligible in the sole discretion of the Sponsor. Entries that have inappropriate, false, defamatory, abusive, racist, homophobic, sexist, offensive or other derogatory language or information will be disqualified. All Entries and requests become Sponsor's property and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged or misdirected Entries.

You must have a valid Instagram account. If you do not have an Instagram account, visit www.instagram.com from your mobile device, follow the prompt and register for a free Instagram account in accordance with its Terms and Conditions and Privacy Policy. Your Instagram account must be set to public mode so your updates/responses will be visible to Sponsor in order to enter the Contest.

Normal Internet access and data usage charges imposed by your service provider may apply. You understand that by participation in this Contest and if you are a potential winner, the Sponsor may contact you via mobile phone, which will be subject to the charges pursuant to your wireless carrier's rate plan.

Contest is not sponsored, endorsed or administered by Instagram. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram.

During the Contest Entry Period you will disclose your relationship with Sponsor in any posts you made which reference Sponsor or #DYbeyondperfect by including the statement "I entered a contest sponsored by New York Magazine" in any such posts. If your Entry is determined as a winner, you will continue to disclose your relationship with the Sponsor in all online posts by including the statement "I received a prize from New York Magazine" in any such online posts.

JUDGING: All Entries will be judged by a panel of judges consisting of personnel from the Sponsor and David Yurman ("judging panel") between 2/10/17 and 2/24/17 to select the winning Entry. Decisions of the judging panel are final and binding. The Sponsor reserves the right not to award the prize if it does not receive any eligible and qualified Entry.

All eligible Entries will be judged based on the following judging criteria: (a) creative presentation (50%); (b) originality (45%); and (c) brand representation (5%). The top scoring Entry will be declared the Grand Prize winner.

TIES: In the event of a tie, the tied Entries with the highest score for most creative interpretation will win. In the event of a further tie, the judging panel will make the final determination as to which Entry will win.

PRIZE AND ITS APPROXIMATE RETAIL VALUE "ARV": A trip for two to Los Angeles, CA and a photo session in a David Yurman store (ARV: \$10,000.00) Prize consists of:

- i) roundtrip coach air transportation for winner and one (1) guest to/from a major commercial airport nearest to winner's primary residence with regularly scheduled international commercial flights to Los Angeles in Sponsor's sole discretion. Sponsor reserves the right to provide a \$250 travel allowance in the form of a check in lieu of air travel if winner lives within a 200 mile radius of Los Angeles;
- ii) 2-nights double occupation hotel accommodations of Sponsor's choice (room tax included; but room service, meals, beverages, souvenirs, telephone calls, tips or other incidental costs and expenses are not included);
- iii) a photo session (scheduled at the David Yurman Beverly Hills boutique, located at 371 North Rodeo Drive, Beverly Hills, CA, 90210, subject to change). At David Yurman's sole discretion, photo taken during the photo session may be featured on David Yurman's Instagram page;
- iv) one (1) framed 5"x7" photo taken during the photo session and up to five (5) digital photo files;

Actual ARV depends on the winner's point of departure and fares at time of booking. If actual prize value turns out to be less than the stated ARV, the difference will not be awarded. Winner must travel on the dates specified by Sponsor and/or David Yurman, or the prize will be forfeited without compensation. Winner is required to coordinate the travel with David Yurman team to schedule the in-store experience. Blackout dates, advance booking and restrictions may apply. Travel arrangements must be made through Sponsor's authorized agent. Winner and guest are responsible for obtaining the proper travel documentation (for example, valid government issued photo ID, etc.) prior to travel. Once the trip is booked, no changes or cancellations will be accepted. No extensions or exceptions shall apply or be available. If, for any reason whatsoever, the winner cannot participate in the trip after all travel arrangements are made and paid for, then the prize or portion of the prize will be forfeited and Sponsor shall have no further obligation to the winner. Furthermore, the Sponsor will be deemed to have awarded the prize to the winner. Winner and guest must follow all instructions and/or security procedures imposed during the trip. If a photo session is not available due to situation beyond the Sponsor's and/or David Yurman control, the Sponsor's sole responsibility will be to award the remaining elements of the prize minus the photo session of prize.

Prize is not redeemable for cash. The prize is non-transferable, non-refundable and non-assignable, and must be accepted as awarded, "as is", with no warranty, representation or guarantee, express or implied, in fact or in law, made by David Yurman. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or any other persons providing any of these services necessitated by same. Sponsor shall not be liable for any loss or damage to baggage, personal belongings, or persons.

WINNER NOTIFICATION: Potential winner will be notified to the entrant's Instagram account and he/she must respond according to the notification within 72 hours from notification and provide his/her contact information. The notified potential winner will be required to complete and return an Affidavit of Eligibility and Liability and a Publicity Release within seven (7) days from the date of prize notification or an alternate winner will be selected. If an Affidavit or prize notification is returned as undeliverable, or if winner is otherwise found to be ineligible, or if winner cannot accept or receive the prize for any reason, it will result in disqualification and the entrant with the next highest score will be notified. If after three (3) attempts to contact the alternate winner for the unfulfilled prize fails, the prize will not be awarded. For residents of Alabama and Nebraska, who are 18 years old, and residents of Mississippi, who are between 18 and 20 years old: a parent or legal guardian will be required to execute Affidavit on minor's behalf. No substitutions are permitted except if prize is unavailable, the Sponsor reserves the right to award a prize of comparable or greater value. Should a winner be found to make any false statement or not in compliance with these Official Rules, that winner will be disqualified and required to promptly return to Sponsor his/her prize. Winner is responsible for all federal, state, local and sales and income taxes. Winner is required to provide his/her Social Security number to Sponsor's representative for tax reporting purposes. An IRS 1099 Form will be prepared and filed in the name of the winner for the value of the prize. Any other incidental expenses on prize not specified herein are the sole responsibility of winner.

Entry and acceptance of prize constitute permission for Sponsor and David Yurman to use winner's name, prize won, statements, hometown, images, photos taken during the photo session, and likeness, for online posting including being featured on @davidyurman on Instagram, and for promotional purposes without further compensation, notification or permission, except where prohibited by law.

GENERAL CONDITIONS: Participating entrants agree to these Official Rules and the decisions of the judges and the Sponsor, and release the Sponsor, David Yurman Enterprises LLC, Instagram and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation, acceptance and use of prize. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Contest or use or redemption of any prize, including any travel related activity. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.

In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to satellite or equipment failure, or any federal, state, or local government law, order, or regulation, or other cause not within Sponsor's control, Sponsor shall have the right to terminate the Contest. This Contest shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. By participating, entrants agree that any and all disputes arising out of or relating in any way to this Contest shall be litigated only in

courts sitting in New York, New York, U.S.A.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the Instagram account submitted at time of entry. Authorized Account Holder means the natural person who registers and responsible for the Instagram account. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged, or illegible entries; or (ii) human or technical error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the Contest if it becomes technically corrupted, (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to determine winner(s) from among all eligible Entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES: IN NO EVENT WILL DAVID YURMAN ENTERPRISES LLC, SPONSOR OR ANY OF ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ENTRY IN THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

DISPUTES; GOVERNING LAW: Entrants waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

SPONSOR: *New York Magazine*, 75 Varick Street, New York, NY 10013.

WINNER'S LIST: For a winner's list, (available after 4/7/17), send a self-addressed stamped envelope to: Beyond Perfect Contest Winner, *New York Magazine*, 75 Varick Street, New York, NY 10013, for receipt by 4/14/17.

PRIVACY: By entering, you may be contacted by the Sponsor and/or David Yurman Enterprises LLC with future promotional offers. Information provided by you to participate in this Contest is subject to the Sponsor's privacy policy located at www.nymag.com and by the David Yurman's privacy policy at www.davidyurman.com/david-yurman/privacy-policy.html.