

THE FABRIC OF OUR LIVES®

COTTON SHOPPING SPREE AND PREMIERE SWEEPSTAKES

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID IN PUERTO RICO, RHODE ISLAND, ALASKA, HAWAII, ALL U.S. TERRITORIES AND POSSESSIONS AND ALL OVERSEAS MILITARY INSTALLATIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW. COTTON INCORPORATED IS NOT DIRECTLY AFFILIATED WITH NWA WORLDVACATIONS OR TOUCHSTONE PICTURES OR THEIR AFFILIATES. NWA WORLDVACATIONS AND TOUCHSTONE PICTURES ARE NOT SPONSORS OF THIS PROMOTION AND DO NOT OWN, ENDORSE, OR PROMOTE COTTON INCORPORATED, ITS ACTIVITIES, OR ANY OF ITS WEBSITES.

2. Entry: To enter, complete and submit your online entry form at <<www.thefabricofourlives.com>> (the "Web site"). Sweepstakes ends at 11:59 a.m. ET on January 23, 2009. Limit one entry in each twenty-four hour period per valid e-mail address. In the event of a dispute over the identity of an online entrant, the winner will be the Authorized Account Holder of the e-mail address submitted on the online entry form. "Authorized Account Holder" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. No automatic, programmed, robotic or similar means of entry are permitted. **Sponsor: Cotton Incorporated, 6399 Weston Parkway, Cary, North Carolina 27513.** Sponsor is not responsible for (1) late, delayed, misdirected, garbled, or incomplete entries; (2) incorrect or inaccurate transcription of entry or story information; any human error, technical malfunctions, or lost/delayed data transmission; any omission, interruption, deletion, defect, or line failures of any telephone network, computer equipment, or software; inability to access any Web site or online service, or any other error or malfunction. Once submitted, entries become the exclusive property of the Sponsor and will not be returned. Entrants agree to be bound by these Official Rules and by the decisions of the judges, which are final and binding in all respects. By entering this Sweepstakes, entrants expressly acknowledge that these Official Rules have been drafted in the English language, and that any translation prepared for any reason is for convenience only and the English version of these Official Rules shall govern. For a copy of the Official Rules, print them from the Web site.

3. Eligibility. Open only to residents of the forty-eight continental U.S. states and the District of Columbia, except Rhode Island, who, as of date of entry, are females between the ages of 14 years and 54 years, have access to the Internet, and have not purchased Internet service in order to participate in this Sweepstakes. Employees and agents of Sponsor and Prize Providers, Touchstone Pictures, and their respective affiliates, shareholders, officers, printers, distributors, advertising and/or marketing agencies, and prize suppliers, and their immediate family members and persons residing in the same household of such employees are not eligible to enter or win this Sweepstakes.

4. Drawing/Odds. Sponsor will select one (1) winner from all eligible entries in a random drawing on or about January 30, 2009, in Cary, North Carolina. Entrants need not be present to win. Limit one (1) prize per household. Sponsor will notify winner by e-mail or telephone. Winner must respond to notification within four (4) days of the date of notification or prize will be

forfeited and an alternate winner will be selected. Winner may be required to sign and return an Affidavit of Eligibility and Release within ten (10) days of notification in order to receive the prize. Travel companion of the Grand Prize winner will be required to sign and return a release of liability/publicity at least ten (10) days prior to travel, and prior to issuance of travel documents, or will not be permitted to accompany Grand Prize winner on trip. If any travel companion is a minor, Grand Prize winner must be his/her parent/legal guardian, and parent/legal guardian must execute all releases in connection with accompanying Grand Prize winner. Once travel companion is determined, travel companion may not be changed without the express consent of Sponsor, which consent may be withheld. In the event of noncompliance with these requirements, the prize will be forfeited and an alternate winner may be selected. If prize notification is returned as undeliverable, the prize will be forfeited and an alternate winner will be selected. If Grand Prize winner is not the age of majority in the jurisdiction in which Grand Prize winner resides, she must be accompanied on trip prize by her parent/legal guardian, and such person must pay his/her own expenses unless deemed to be the allotted travel companion. In the event of noncompliance with these requirements, the prize will be forfeited and an alternate winner may be selected. If prize notification is returned as undeliverable, the prize will be forfeited and an alternate winner will be selected. Unclaimed prizes may not be awarded.

5. Prize. One Grand Prize to be awarded. Prize package consists of: **(1)** Round trip airfare coach class to New York for two persons from major airport near Grand Prize winner's residence (airport determined by Sponsor in its sole discretion) **(2)** One single room for two persons for four days/three nights, double-occupancy hotel accommodations for three nights, room and tax only; **(3)** Tickets for two persons to attend the Premiere of Confessions of a Shopaholic (the Event); **(4)** Ground Transportation from New York Airport to Hotel and return trip from Hotel to New York Airport; **(5)** A \$600 cash allowance for two persons to cover cost of meals for four days/three nights, **(6)** A \$500 per person shopping spree in which the prize winner and guest can purchase new cotton clothing to wear to the Event; and **(7)** A hair and makeover package. (Approximate Retail Value \$4,200). Airports, hotel accommodations, shopping spree, hair and makeup makeover details determined by Sponsor in its sole discretion. Grand Prize winner must book trip through, and cooperate with the reasonable requirements of, Sponsor's designated travel agency. Travel / accommodations subject to availability, holiday blackouts, restrictions and changes. Grand Prize winner and guests must travel on the same itinerary, are responsible for providing all required identification and travel documents and complying with all applicable security requirements. All ground transportation, other than transportation designated, meals, gratuities, rental car fees and other expenses not specified herein are the sole responsibility of the Grand Prize winner. Sponsor is not responsible for cancellation of Event. If the Event portion of the Grand Prize is cancelled for any reason, Sponsor will not be responsible for awarding that portion of the Grand Prize, but the remainder of the Grand Prize package will be awarded. Prize will be forfeited and an alternate winner selected if chosen Grand Prize winner is unable to travel on dates designated by Sponsor in connection with Event. Odds of winning depend on the number of eligible entries received. Purchase will not increase your chances of winning. **All taxes or expenses, including without limitation, sales tax, luxury tax and any other costs incurred in claiming or using the prize are the sole responsibility of the winner.** No prize substitutions or cash equivalent of prize is permitted except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Prize is non-transferable. Actual value may vary based on airfare fluctuations, time of departure and distance between departure and destination. The difference between the approximate retail value and the actual value will not be awarded.

6. General. In no event shall entrants be entitled to enjoin or restrain the production, distribution, advertising or exploitation of the Event, or any parts or elements of the Confessions

of a Shopaholic movie. It is entrant's sole responsibility to notify Sponsor in writing if he/she changes e-mail address. Sweepstakes is subject to applicable federal, state and local laws and regulations. For details regarding collection of information from users of the Web site (including entrants), please consult the privacy policy available on the Web site. By participating, entrants release Sponsor, The Walt Disney Company, NWA WorldVacations, and their respective affiliates, shareholders, officers, printers, distributors, advertising agencies, and any of their affiliates, shareholders, officers, printers, distributors, advertising agencies and prize suppliers, and any of their employees, agents, and consultants (collectively, the "Released Parties"), from any and all liability for: (i) any injury, death, loss, tax liability or damage of any kind arising from entrant's participation in this Sweepstakes, or resulting from acceptance, possession, use, or misuse of any prize; or (ii) any loss or damage to any baggage, or any unauthorized intervention whether or not caused by any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity(ies) Released Parties shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any performer(s)/event(s), air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the Grand Prize Winner's and her travel companion's transportation and such contracts shall be solely between the Grand Prize Winner, her travel companion and such transportation companies. Acceptance of prize shall constitute and signify the Winner's agreement and consent that Sponsor may use her name, address (city and state only), prize information, and/or likeness for promotional purposes in any media now existing or hereinafter devised without additional compensation, where legal. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) disqualify from this or any Sweepstakes it sponsors, now or in the future, any person it finds, in its sole discretion, has intentionally violated these Official Rules, tampered with the entry process, the operation of the Sweepstakes or Web site, or any other aspect of this Sweepstakes; (ii) modify, suspend or terminate the Sweepstakes in the event it becomes infected by a computer virus or is otherwise technically impaired; and (iii) cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Sweepstakes. In such event, Sponsor shall award prizes in a random drawing from all eligible entries received prior to the date of cancellation or suspension. This Sweepstakes will be governed by and interpreted under the laws of the State of North Carolina, without application of any conflicts or choice of law rules. Disputes between a winner and Sponsor related to this Sweepstakes shall be submitted to final, binding arbitration heard by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in English, in Wake County, North Carolina.

7. WARNING. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, COTTON RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

8. Winner's List. For winner's list, send a self-addressed, stamped envelope to: TheFabricofOurLives.com Cotton Shopping Spree and Premiere Sweepstakes, Cotton

Incorporated, 6399 Weston Parkway, Cary, North Carolina 27513, Attn: I.P. & Contracts, by July 23, 2009.