

TheFabricOfOurLives.com
Fall's Fashionable Five Sweepstakes

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID IN PUERTO RICO, RHODE ISLAND, U.S. TERRITORIES AND POSSESSIONS, ALL OVERSEAS MILITARY INSTALLATIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

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 November 30, 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; (3) 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; (4) inability to access any website or online service, (5) 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 Sponsor, 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 U.S. residents of the fifty states and the District of Columbia, except Rhode Island, who, as of date of entry, are 18 years of age or older, have access to the Internet, and have not purchased Internet service in order to participate in this Sweepstakes. Employees and agents of Sponsor, its affiliates, shareholders, officers, printers, distributors, advertising 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 December 7, 2009 in Cary, North Carolina. Entrants need not be present to win. Limit one (1) prize per household. Sponsor will notify winners by e-mail or telephone. Winner must respond to notification within five (5) 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 fourteen (14) days of notification in order to receive the prize. 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/Odds. One (1) prize will be awarded. Prize will consist of a collection of cotton items that may include one (1) Boyfriend Blazer (size medium), one (1) Sequins Mini Skirt (size medium), one (1) Coral Baby Doll Trench Coat (size medium), one (1) Sheath Nit Dress (size 8) and one (1) Bib Necklace (Approx. Retail Value: \$662). Winner does not have choice of sizes or colors. 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.

6. General. 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, its affiliates, shareholders, officers, printers, distributors, advertising agencies and prize suppliers, and their employees, agents, and consultants, from any and all liability for 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. Acceptance of prize shall constitute and signify the winner's agreement and consent that Sponsor may use his/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. (Tennessee residents need not consent to, or sign any, publicity release). 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 Website, 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 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 Fall's Fashionable Five Sweepstakes, Cotton Incorporated, 6399 Weston Parkway, Cary, North Carolina 27513, Attn: I.P. & Contracts, by May 7, 2010.