# EXHIBIT A



# PROJECT TEE

All entries must be received by FRIDAY, October 21st, 2011 - National "Rock Your Socks" Day!

Contestant Information (all information	n is required)		
School Name			
First Name	Last Name		// Date of Birth
Street Address	, , , , , , , , , , , , , , , , , , ,		Apt No.
City/Town	State	Zip Code	
()Phone	Email (pl	ease provide parent's	s email if under age 13)
Check here to receive emails with the LittleMissMatched!	e latest produc	t updates, special dea	als, & fun stuff from
PL	.EASE READ AND	SIGN BELOW	
I have read and agreed to Official Rules of the contest. I also attest that the design I am submitting is original and has not been published.			
Contestant Signature:		Date:	
If under 18, Parent/Guardian Signature:		Date:	
Checklist  Did you complete all information on this e  Did you include your design on the TEE-OI  Did you print your full name on the TEE-C  The tee you designed is littlemissmatched	FF! Design Templ FF! Design Temp	ate on 8 ½" x 11" white	paper?
Scan/email this form and your design to: <a href="mailto:coolstuff@littlemissmatched.com">coolstuff@littlemissmatched.com</a>			
OR Mail this form and your design to:	TEE OFF! c/o LittleMissMatched 307 Seventh Ave, Suite 501 New York, NY 10001		

### LITTLEMISSMATCHED "TEE-OFF":

#### NO PURCHASE NECESSARY TO ENTER OR WIN

A purchase will not improve your chances of winning. By participating, entrants (sometimes called "you" or "your") agree to comply with and are bound by these Official Rules and by the decisions of Miss Matched, Inc. ("Sponsor"). Create an original t-shirt design that you believe best represents the LittleMissMatched® brand for the LittleMissMatched "TEE-OFF" Contest (the "Contest"). All entries must be received by the end of the "Contest Period" as defined in the next sentence. For entries submitted Online or via mail, the Contest Period ends at 6:00 PM EST on October 21st, 2011.

After the Contest Period, Sponsor will select one design from all eligible entries received, at its sole discretion based on the judging criteria below.

#### 2. WHO CAN ENTER

If you are a U.S. resident and physically reside in the United States during the Contest Period, and you are a student (pre-K-Grade 12) in New York City, you are eligible to enter. All student ages are eligible to enter. If you are 18 years of age and younger, a parent/guardian signature is required to enter. Internet access is not required to enter.

### 3. HOW TO ENTER

To enter, you can simply fill out the Entry Form completely, attach your design (featured on the LittleMissMatched provided template), and either scan/email or send by U.S. mail to the Sponsor at the addresses listed below by the end of the Contest Period. In addition, if you are under 18, please remember to have your parent/guardian sign the Entry Form. Entry forms can be emailed or dropped off at store/office.

Scan/Email completed Entry Forms to: coolstuff@littlemissmatched.com

Mail completed Entry Forms mailing to:

Tee-Off: Battle of the Schools NYC

c/o LittleMissMatched 307 Seventh Avenue Suite 501 New York, NY 10001

Once submitted, your entry cannot be deleted, canceled, or modified. By entering, you agree that Sponsor may use the entry information provided by you for marketing, promotional and other purposes as set forth in Sponsor's privacy policy. Entries must use the supplied LittleMissMatched TEE-OFF template and include a completed Entry Form. Sponsor reserves the right to interpret colors and to modify designs in any event including if submitted design cannot be viably produced on t-shirt production equipment.

There is no limit on the number of times you can enter, however, each of your entries must be accompanied by a valid Entry Form and have at least one (1) valid email account in order to qualify. No form of entry other than specified in these Official Rules is permitted.

#### 4. PRIZES

Any winners will receive a \$100 (USD) electronic gift certificate and five shirts (5) of their winning t-shirt design! Winning designs will be produced and offered for sale by the Sponsor through the web and otherwise, at Sponsor's discretion. Sponsor will announce all winners by October 28<sup>th</sup>, 2011.

Prizes are not transferable or redeemable for cash. Sponsor reserves the right to substitute a prize of equal or greater value. Expenses and all taxes are the sole responsibility of the winners. Sponsor may also post any of the entries and winners on Sponsor's Website, Social Media, Stores and otherwise as determined by Sponsor. The winning prize has a total value of \$175 (USD). Total value of prizes is \$175.

## 5. SELECTION

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By entering, you represent that your entry is wholly original and does not incorporate or include anything that is owned by a third party, that the entry does not violate any copyright, trademark, publicity right, or any other right of any third party, and that you own 100% of all right, title, and interest in and to the entry and the design. Your design entry should be age appropriate for viewing by young people.

By entering, you agree that your entry shall be a "work made for hire" with all rights therein, including, without limitation, the exclusive copyright, being the property of Sponsor. In the event the entry is considered not to be a "work made for hire," by entering, you irrevocably assign to Sponsor all right, title, and interest in your Content, design and entry (including, without limitation, the copyright) to Sponsor, including in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade. You agree Sponsor may use any non-winning entered design in its products, without compensation of any kind to you, the entrant.

By entering, you agree to be bound by the decisions of the judges and voters, agree to comply with these Official Rules and applicable laws, and release and hold harmless Sponsor and its affiliates, employees, and agents from any and all liability, loss, damage, or injury resulting from participation in this Contest or awarding, receipt, possession use and/or misuse of the prize, including, without limitation, personal injury, death, and property damage, as well as claims based on violation of publicity rights, defamation, or invasion of privacy or any third party claim arising from use of the design or entry and waive any right to privacy. You waive any right to inspect or approve uses of your entry or design or to be compensated for any such uses, and hereby represent you have read and understand these Rules.

### 6. JUDGING CRITERIA

"LittleMissMatched" will use the following judging criteria to select the "Winner": (100 possible points) "Execution of the theme" 50 points possible; "Originality" 25 points possible; and "representation of brand message" 25 points possible. The final design entry that receives the highest average rating will be the "Winner". These decisions shall be final and binding in all matters relating to the Contest.

Prize winners shall be notified within twelve (12) business days of selection, by email and/or telephone. Winners must sign and return any required documentation including, without limitation, an affidavit of eligibility, a liability release and a publicity release within five (5) days after notification in order to accept their prize. If a prize is rejected or not accepted within five (5) days after notification for any reason, or in the event of noncompliance with the rules or if prize notification is returned, that prize will be forfeited and Sponsor will select an alternate winner at the Sponsor's sole discretion.

You consent to use of your entry, design, photograph and/or likeness in any media for advertising, promotional, marketing, packaging or promotion and/or other purposes in connection with this Contest and Sponsor's business at the sole discretion of Sponsor, without additional compensation, unless prohibited by law. No compensation will be provided to entrants or winner(s) other than the "Winning" prize awarded as provided in these Rules.

### 7. DATA PRIVACY

Information entrants provide to Sponsor will be used to communicate with participant(s) in relation to the Contest as well as to inform both previous customers and current customers of Sponsor information which Sponsor believes may be of interest to them. Entrants can view Sponsor's Privacy Policy at <a href="http://www.littlemissmatched.com/Policy">http://www.littlemissmatched.com/Policy</a>. Participants may choose not to receive such information at any time. Sponsor will publish the names of the winners on its Site.

## 8. MISCELLANEOUS

Sponsor is not responsible for late, lost, delayed, incomplete, inaccurate, or misdirected entries or for human or machine errors, bugs or failures in submitting entries, or for errors in offering or administrating Contest. All entries become the property of Sponsor once received by Sponsor.

Entries received by automated, programmed, robotic or like forms of entry will be disqualified. Proof of uploading will not be deemed to be proof of receipt by Sponsor. Illegible, incomplete, or inaccurate entries are void. Entry will be deemed to be made by the "account holder" of the email address submitted at the time of entry, in event of any dispute. The "account holder" is the natural person assigned to the e-mail address by an Internet Service Provider responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate this Contest should a problem arise beyond the control of Sponsor. The prize is awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor. Sponsor's decisions are final and binding in all matters relating to this Contest. Employees of Sponsor and/or its agents, affiliates, parent, sales representatives, marketing affiliates and partners, dealers, distributors, advertising and promotion agencies (and members of the immediate families or household of each) are not eligible to participate in the Contest. Any and all disputes, claims, and causes of action arising out of, or connected with, this Contest or the prize shall be resolved exclusively by state or federal courts situated in New York any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred

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but, in no event, attorneys' fees. No punitive, incidental, special, consequential or other damages, including, without limitation, lost profits, may be awarded. This Contest is governed by the laws of the State of New York without regard to its conflict of laws.

### 9. INFORMATION ABOUT THE WINNER AND THE RULES

Sponsor will post the name of the winner on its Site no later than 60 days after the end of the Voting Period. These Rules will be available at the Site and the Stores listed below.

Miss Matched, Inc. located at 307 7th Avenue, Suite 501, New York, New York 10001 is the Sponsor of this Contest.