

NINE WEST
"YOUR SHOE CRAVINGS" SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the contiguous United States, who are 18 years of age or older at the time of entry. You need not be present to win. Employees (and their immediate families or those living in the same household) of Nine West Footwear Corporation or The Condé Nast Publications ("Sponsors") and their 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:** Sweepstakes begins at 12:01 a.m. EDT on September 1, 2008 and ends at 11:59 p.m. EST on November 14, 2008 ("Sweepstakes Period"). You may enter this Sweepstakes via the on-line or mail-in entry methods described below. **Regardless of entry method you may enter only once per person.** All entries must be received by 11:59 p.m. EST of the last day of the Sweepstakes, i.e. November 14, 2008, whether submitted on-line or mailed. Proof of depositing entry in mail is not considered proof of delivery or receipt. No photocopied or mechanically reproduced entries will be accepted. Illegible, incomplete and duplicate entries will be disqualified. Entries will not be accepted from post office boxes. All entries become the property of Sponsors and will not be returned.
 - a. **AUTOMATIC ENTRY:** During the Sweepstakes Period, you will automatically be entered in the Sweepstakes when you sign up to receive email messages from Nine West or make a purchase on www.ninewest.com/shoelove and complete the check-out process.

 - b. **ON-LINE ENTRY METHOD:** Beginning on September 1, 2008, you may enter the Sweepstakes via the Internet by logging on to www.ninewest.com/shoelove and following the entry directions. You will be required to register to receive emails containing advertising and promotional materials from Nine West and provide the following information: your name, and email address. (You may unsubscribe from our emails at any time by simply clicking the "unsubscribe link" at the bottom of any promotional email.) On-line entrant must be the registered subscriber of the e-mail account by which the entry is made. In the event of a dispute as to entries submitted by multiple users having the same e-mail account, the authorized subscriber of the e-mail account (as specified by the Internet Service Provider) used to enter the Sweepstakes at the actual time of entry will be deemed to be the entrant. Entries made by any individual or any entity other than the named entrant and/or originating at any other Internet Website, including (but not limited to) commercial sweepstakes subscription notification and/or entering service sites are void.

 - c. **MAIL-IN ENTRY METHOD:** You may also enter the Sweepstakes by hand printing the words "YOUR SHOE CRAVINGS" Sweepstakes, your name, address, city, state, zip code, telephone number, age and e-mail address (if applicable) on a 3"x 5" card and mailing it in an envelope to: "YOUR SHOE CRAVINGS" Sweepstakes, c/o Marketing Department, Nine West Footwear Corporation, 1129 Westchester Avenue, White Plains, NY 10604-3629.

3. **PRIZES AND APPROXIMATE RETAIL VALUE:** There will be three (3) Prizes awarded. **One (1) Grand Prize** will be awarded. The Grand Prize consists solely of: one (1) year of free shoes provided in the form of \$1,200 in gift cards for use at www.ninewest.com; a trip for two (2) to New York, New York (including airfare); one (1) night hotel accommodations in New York, New York (if winner is a resident of New York City, in lieu of the airfare and hotel accommodations, he/she will be entitled to an additional \$1,000 in gift cards for use at the shopping spree) as described more completely in paragraph 4 of these rules. Winner will also receive \$1,000 in gift cards for use during a shopping spree with a fashion

consultant selected by Sponsors; lunch for two at a restaurant in New York City (selected by Sponsors), admission to the Nine West design studio and a subscription to Lucky magazine for the winner and three (3) friends. The approximate retail value of the Grand Prize is \$4,280. There will be **one (1) Second Prize** awarded. The Second Prize consists solely of six (6) months of free shoes provided in the form of \$600 in gift cards for use at www.ninewest.com and one (1) one-year subscription to Lucky Magazine. There will be **one (1) Third Prize** awarded. The Third Prize consists solely of three (3) months of free shoes provided in the form of \$300 in gift credits for use at www.ninewest.com and one (1) one-year subscription to Lucky Magazine. The approximate value of all prizes awarded is \$5,240. Gift credit will be made available through an on-line code that can be redeemed only for on-line purchases at www.ninewest.com. Credit is only valid for one (1) year after issuance and no change, refund or credit will be issued for any unused portion of a gift credit. 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 Sponsors in their sole discretion.

4. **TRAVEL AND PRIZE CONDITIONS:** The prize trip consists solely of: round-trip coach air transportation for winner and one guest to New York, New York from a major U.S. airport closest to the winner's home as designated by Sponsors; double occupancy standard hotel accommodations for one night; and an opportunity to visit the Nine West design studio. Travel arrangements must be made through Sponsors' agent on a carrier of Sponsors' choice. Winner and guest must travel on the same itinerary and provide travel documents required for travel. All other expenses relating to acceptance of Prize not explicitly stated herein, including but not limited to taxes, meals, beverages, alcoholic beverages, gratuities and transportation to and from airports or for travel within the New York, New York area are responsibility of Prize winner and guest. Prize does not include any ground transportation to or from departure airport. Actual value of prize may vary based on winner's point of departure and dates of travel. Trip date is at the sole discretion of Sponsors. Winner may receive less than 30 days notice prior to trip departure. If for any reason the Prize winner cannot take the trip on a date specified by the Sponsors, the Sponsors shall have no further obligation to the Prize winner other than to supply only the airfare to and hotel accommodations in New York, New York. Complete terms and conditions of Prize trip will be furnished with prize notification. Certain travel restrictions and blackout dates may apply. Travel companion of trip winner must be 18 years of age or older or the child of the Prize winner. Winner's travel companion, or the parent or legal guardian if companion is a minor, will be required to sign, have notarized and return to Sponsors in the time noted above, a release of liability, and (except where prohibited by law) a publicity release prior to issuance of travel documents. In the event the closest airport to the Prize winner's home is within the New York, New York area (i.e. within 100 miles), prize will not include air transportation from Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. Prize is non-transferable and no substitutions or cash equivalents will be allowed, except at the sole discretion of the Sponsors, who reserve the right to award prize of comparable or greater value. All details of prize not specified herein shall be determined solely by Sponsors.
5. **RANDOM DRAWING:** A total of three (3) Prize Winners will be selected in a random drawing from among all eligible entries, on or about November 19, 2008 by judges selected by Sponsors, whose decisions are final and binding in all matters relating to this Sweepstakes. The Prize is guaranteed to be awarded. The Winner will be notified by telephone, e-mail or mail service by November 26, 2008.
6. **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 Sponsors. 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 Sponsors 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 Sweepstakes and/or accepting the Prize, Winner and entrant hereby consent (except where prohibited by law) to the reasonable use by Sponsors of the Winners' and entrants' photograph, voice, likeness and/or image, hometown address, contents of the entry form and the name and age of the Winners and entrants without any further compensation for any future promotional activity related to this Sweepstakes.

7. **ODDS OF WINNING:** Odds of winning a Prize depend on the total number of eligible entries received for the Sweepstakes and are equal regardless of method of entry.
8. **CONDUCT OF PARTICIPATION:** By entering the Sweepstakes, entrant affirms that he or she has read and agrees to abide by the Official Sweepstakes Rules and the decisions of the judges. Sponsors reserve 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 Sweepstakes or the website. The Sweepstakes 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. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE RELATED TO SPONSORS OR THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
9. **LIMITATIONS OF LIABILITY:** Sponsors and each of their 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, postage due or any combination thereof. Sponsors reserve the right to modify, suspend or terminate the Sweepstakes in the event that it becomes necessary due to circumstances beyond Sponsors' control. In the event the Sweepstakes is terminated early, a winner will be selected from all eligible entries received at the time of termination.
10. **RELEASE OF LIABILITY:** By participating, Winner and entrants agree to release, discharge, indemnify and hold harmless Sponsors 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 Sweepstakes, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) 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 Sweepstakes-related activity or participation in this Sweepstakes.
11. **WINNERS LIST:** For an Official Winners List (available after December 1, 2008) or a copy of these Official Rules, send a self-addressed, stamped envelope to: "YOUR SHOE CRAVINGS" Sweepstakes, - WINNERS - or - OFFICIAL RULES (please specify), c/o Marketing Department, Nine West Footwear Corporation, 1129 Westchester Avenue, White Plains, NY 10604-3629. All requests must be received by April 1, 2009. Official Rules also available at www.ninewest.com.
12. **ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to Nine West's Privacy Policy which can be found at www.ninewest.com.
13. **SPONSORS:** Nine West Footwear Corporation, 1129 Westchester Avenue, White Plains, NY 10604-3629 and The Condé Nast Publications, 4 Times Square, New York, New York 10036.

THIS SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

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