

THE VICTORIA'S SECRET FASHION SHOW MODEL SEARCH CONTEST OFFICIAL RULES

NO ENTRY FEE OR PURCHASE IS NECESSARY TO PARTICIPATE

1. **SEARCH OVERVIEW:** Victoria's Secret is searching for a Runway Angel to appear in the Victoria's Secret Fashion Show Television Special! We will conduct four open casting sessions in four cities this October and accept video entries online. Our expert panel of judges will select ten promising models to participate in "Model Boot Camp" in New York City this November where they will be videotaped /photographed as they live together, get training and modeling tips from the very best, and compete with each other to showcase their skills. The public will view footage/shots and vote to decide which Finalist will be a Runway Angel in the Victoria's Secret Fashion Show Television Special.

2. **ELIGIBILITY:** The Victoria's Secret Fashion Show Model Search Contest (the "Search") is open to females who meet *all* of the following eligibility criteria:
 - Must be age 18 to 30 on the date of your entry into the Search.
 - Must be a legal resident of one of the 50 United States or the District of Columbia.
 - Must be 5'8" or taller in bare feet.
 - Must be available to stay in New York City from Oct. 29, 2009 through Dec. 3, 2009.
 - Must have a basic command of the English language, written and spoken.
 - Must be in excellent health.
 - Must not have ever worked for Victoria's Secret Stores Brand Management, Inc. ("Sponsor"), CBS Broadcasting, Inc. ("CBI"), CBS Interactive Inc. ("CII" and together with CBI, collectively "CBS"), or their parents, subsidiaries or affiliates, legal advisors, or web masters, in any capacity, as either an employee or independent contractor. Must also not be an immediate family member of (spouse, father, mother, sister, brother, daughter or son, regardless of where they live), or live with, such an employee.
 - Must not have ever been convicted of a crime.
 - Must not have ever acted in a manner that will bring the Sponsor into disrepute, in Sponsor's sole judgment.
 - Must not be a party to any exclusive modeling contract or other contractual commitment that would be breached by the entrant's participation in the Search.

This Search is void where prohibited by law.

3. **HOW TO ENTER:** You may enter the Search *either* online *or* by attending one of the “open castings” discussed below. *Regardless of which method of entry you use, you may only enter the Search once.*

A. ONLINE ENTRIES

You may enter the Search online by submitting a video essay (the “video” or “entry”) that meets all of the requirements, specifications and conditions set forth below. To submit your online entry, upload the video to a computer, go to either www.vsallaccess.com or www.cbs.com/victoria (the “Websites”), and follow the instructions on how to submit your video. You must be physically located within the United States when you submit your online entry.

Video Content Requirements

Your video cannot be more than 90 seconds and must include:

1. A full body shot of you and only you in swimwear (no lingerie).
2. You demonstrating your best “model’s walk” in swimwear and high heels.
3. A 10 second “held in place” close-up of your full face.
4. You stating in English your full name, age, and city of residence.
5. You telling us in English about yourself, what is unique about you, and how your appearance as a Runway Angel in the Victoria’s Secret Fashion Show Television Special would enhance the Fashion Show.

Video Technical Specifications

- *Running Time:* 90 seconds maximum. If entry is longer than 90 seconds, only the first 90 seconds will be judged.
- *Video Formats:* .avi, .wmv, .mov and .mpeg4 formats
- *File Size Limit:* less than 250 MB
- *Language:* English

Video Entry Conditions

The entrant must be the only individual shown in the video. The video must be original and not have been previously publicly displayed or disseminated and the entrant must own all rights to all of the material in it. It must not include (i) material that is unlawful; violent; threatening to any person, place, business, group or world peace or that contains words or symbols that are widely considered offensive to individuals of a certain race,

ethnicity, religion, sexual orientation or socioeconomic group; libelous or defamatory; sexually explicit, indecent, obscene, vulgar, pornographic or profane; (ii) material that violates the intellectual property, privacy or other rights of third parties; or (iii) material that otherwise violates these Official Rules in whole or in part. There must not be any visible logos or visible paintings, photographs or other artwork in the video. There must not be any music or singing in the video. An entry may only be submitted by the one individual shown in the video, even though more than one person might have taken part in the making of the video. Should the same person attempt to submit more than one video, only her first video (as determined by the date and time of submission) will be considered and all subsequent attempted video submissions by such person will be disqualified.

Online entrants must already be, or will automatically become at the time they submit their online entry, a registered user of cbs.com, CBSSports.com, CBSgames.com and/or CBSnews.com.

Participants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any online entry.

Online Entry Deadlines

Online entries must be received between Oct. 1, 2009 at 12:00:01 a.m. Eastern Time (ET) and Oct. 24, 2009 at 11:59:59 p.m. ET. The Websites are the official time keeping devices for the Search.

Initial Screening of the Online Entries

All of the online entries will be initially screened by a professional casting agent based on the following criteria: entrant's potential public appeal, entrant's presence, how photogenic the entrant is, and the consistency of the entrant's appearance with the Victoria's Secret brand image.

B. OPEN CASTING ENTRIES

You may enter the Search at one of the following live "open castings," which will be videotaped and/or photographed:

NEW YORK

October 3

Yankee Stadium

One East 161st Street

Gate 6

Bronx, NY 10451-2100

Entrants must arrive between 8 AM and 10 AM

MIAMI

October 10

Gansevoort South Beach

2377 Collins Avenue
Miami Beach, FL 33139
Entrants must arrive between 8 AM and 10 AM

LOS ANGELES
October 17
W Hotel Los Angeles - Westwood
930 Hilgard Avenue
Los Angeles, CA 90024
Entrants must arrive between 8 AM and 10 AM

CHICAGO
October 24
W Hotel Chicago - Lakeshore
644 North Lake Shore Drive
Chicago, IL 60611-3017
Entrants must arrive between 8 AM and 10 AM

Do not wear any visible logos at the open casting.

To help ensure your admission to an open casting, go to one of the Websites as soon as possible beginning on Sept. 29, 2009, and download and print the Open Casting Registration Form for the particular open casting you wish to attend. Sponsor may terminate the availability of the Open Casting Registration Form for one or more open castings based on considerations of time/space availability, in Sponsor's sole judgment. Complete the form and bring it with you to the open casting. Anyone coming to an open casting without an Open Casting Registration Form for that open casting will be admitted only if there is time/space availability, in Sponsor's sole judgment.

You must also bring with you two forms of ID, one of which must be a photo ID that shows your date of birth and address, swimwear (no lingerie) and high heels.

If you are not admitted to an open casting, you may enter online within the deadlines for online entries stated above.

Initial Screening of the Open Casting Entries

The open casting entries will be initially screened based on the following criteria: entrant's potential public appeal, entrant's presence, how photogenic the entrant is, and the consistency of the entrant's appearance with the Victoria's Secret brand image. This initial screening will take place in three stages. First, you will be viewed by a professional casting agent. Those entrants who pass this first stage will proceed to the second stage, at which time you will walk in your swimwear and high heels for a professional casting agent. Those entrants who pass this second stage will proceed to the third stage to be interviewed by Victoria's Secret's Chief Marketing Officer, Victoria's Secret Executive Vice-President of Public Relations, and a professional casting agent (the "expert panel"). You will be asked to pose and demonstrate your best "model's walk" in

your swimwear and high heels, and in English to state your full name, age and city of residence and answer the judges' questions about yourself, what is unique about you, and how your appearance as a Runway Angel in the Victoria's Secret Fashion Show Television Special would enhance the Fashion Show.

4. **SELECTION OF 10 FINALISTS AND MODEL BOOT CAMP:** From among the online entries and open casting entries that pass the initial screening, the expert panel will select the top 10, who shall be the potential Finalists, based on the following criteria: entrant's potential public appeal, entrant's presence, how photogenic the entrant is, and the consistency of the entrant's appearance with the Victoria's Secret brand image. The expert panel will also select two Alternates, based on the same criteria, who may become Finalists should Sponsor determine that any of the potential Finalists is not eligible to become a Finalist. Any ties will be broken by the expert panel's reconsideration of the tying entries based on the above-stated criteria.

The potential Finalists and the Alternates will be notified by telephone and/or email within three (3) business days of the expert panel's selection. If a potential Finalist or an Alternate cannot be notified after three (3) attempts within those three (3) business days, the next runner-up may become a potential Finalist or an Alternate, as the case may be, in Sponsor's sole discretion.

To become a Finalist, the potential Finalist or Alternate must pass security and background checks, medical and psychological assessments, a drug test and submit to medical and psychological testing. All potential Finalists and Alternates will be required to sign an affidavit of eligibility and compliance with these Official Rules, a fitness to participate form, a liability release, a confidentiality agreement, consents to the above checks, assessments and tests, and any other documents Sponsor deems necessary. All potential Finalists and Alternates will also be required to sign a publicity release and a consent to being videotaped and photographed at any time while they are participating in the Search and a consent authorizing Sponsor to exploit such footage and photos, including any audio, in perpetuity throughout the world, in any form, media or technology, now known or hereafter developed, including but not limited to the Internet, broadcast and cable television, for any purpose whatsoever, including, without limitation, for purposes of the public voting in the Search and as part of the Victoria's Secret Fashion Show Television Special, advertising and marketing. All documents must be signed in the form requested by Sponsor, within the time requested by Sponsor.

If a potential Finalist or an Alternate is under 21 years of age and a resident of Alabama, Mississippi or Nebraska, Sponsor may require the potential Finalist or Alternate's parent/legal guardian to execute all documents and agree to all obligations and undertakings of the potential Finalist or Alternate, on behalf of both himself/herself and the potential Finalist or Alternate.

The potential Finalists and the Alternates will be brought to New York City by air and/or ground transportation, as arranged by Sponsor, beginning approximately Oct. 29, 2009 (the exact date(s) to be determined by Sponsor). After arriving in New York City, the potential Finalists and the Alternates will spend the next approximately three days staying

in hotel accommodations provided by Sponsor and Sponsor will provide the potential Finalists and the Alternates with meals. During that time, and before Model Boot Camp begins, security and background checks, and medical, psychological and drug assessments and testing will be completed. Should Sponsor determine that any of the potential Finalists is not eligible to become a Finalist, an Alternate will take her place as a Finalist if she is determined to be eligible. Potential Finalists and Alternates who are not selected to become Finalists will be transported home on or about Nov. 2, 2009, by air and/or ground transportation, as arranged by Sponsor.

Model Boot Camp will commence on or about Nov. 3, 2009. The ten Finalists will live together in a loft apartment or other shared accommodation with meals provided and will participate in Model Boot Camp where they will receive basic training and coaching in modeling skills. ***Each Finalist will be subject to videotaping/photographing 24 hours a day, 7 days a week and may have little or no privacy.*** Each Finalist must continue to live in the loft apartment/shared accommodation, participate in Model Boot Camp, and attend events and activities scheduled by Sponsor, until she is eliminated from the Search, which will range from approximately two weeks to a month, depending on how far the Finalist progresses in the Search. Once eliminated, a Finalist will be transported home by air and/or ground transportation, as arranged by Sponsor. If a failure to comply with these Official Rules becomes known or arises after a potential Finalist, an Alternate, or a Finalist has been brought to New York City, the Sponsor can arrange for her immediate return home.

5. **SELECTION OF THE SEARCH WINNER:** There will be 3 rounds of public voting to select the Search Winner. With each successive round, the number of Finalists remaining in the Search will be reduced until the Winner is selected.

In each round the public will be invited to visit either of the Websites, view a video or photograph of the Finalists still remaining in the Search, and vote for their favorite video or photograph. Each round will showcase the skills of each remaining Finalist in one or more particular aspects of modeling including presence, confidence, personality, poise, photogenic qualities, versatility, ability to cope with pressure, ability to deliver scripted lines, ability to brand, walk, style and star quality. The public will be limited to one vote per day.

The schedule of rounds is as follows:

Round 1

Public voting Nov. 9 – Nov. 11
The 5 highest scoring Finalists will remain in the Search
Results announced Nov. 16

Round 2

Public voting Nov. 16 – Nov. 18
The 2 highest scoring Finalists will remain in the Search
Results announced Nov. 23

Round 3

Public voting Nov. 23 – Dec. 1

The Runway Angel is selected

Results announced Dec. 1 on the CBS TV broadcast of the Victoria's Secret Fashion Show Television Special

In the unlikely event of a tie in any round of public voting, one of the judges from the expert panel will cast the deciding vote based on the best video or photograph in his/her expert opinion. Voting generated by script, macro or other automated means or with the intent to impair the integrity of the voting process, as determined by Sponsor in its sole judgment, will be void.

6. **THE SEARCH PRIZE:** The Search Winner will (i) appear walking the runway in the Victoria's Secret Fashion Show Television Special and (ii) receive a \$5,000 Victoria's Secret Gift Card. Gift Card cannot be redeemed for purchases of gift cards or as an adjustment to prior purchases, or exchanged for cash. Approximate Retail Value of Prize: \$5,000.

PRIZE RESTRICTIONS: No substitution, cash redemption or transfer of prize allowed. Taxes are the sole responsibility of the Winner, who will be issued an IRS Form 1099. Sponsor is not responsible if, for any reason, the Fashion Show or the Victoria's Secret Fashion Show Television Special is postponed or cancelled and no additional prize will be awarded in its place. If the Winner is disqualified, the Sponsor may, in its sole discretion, award the prize to the runner-up. If at any time within six months of the first broadcast of the Victoria's Secret Fashion Show Television Special, the Winner is offered a modeling contract or a television series contract, the Winner must, within five business days of her receipt of such offer, inform Sponsor and CBS of the offer. Sponsor shall have the right to match the financial terms of any such modeling contract offer and CBS shall have the right to match the financial terms of any such television series offer. If Sponsor or CBS, as the case may be, exercises such right, Winner shall be obligated to enter into such a contract with Sponsor or CBS, as the case may be.

7. **OWNERSHIP AND PUBLICITY RIGHTS:**

A. *ONLINE ENTRANTS*

By submitting an online entry, the online entrant represents and warrants that the video is original, that entrant owns all rights to all of the material in it, and that Sponsor's use of it, or any parts thereof, will not infringe upon the rights of any third party, including, without limitation, any intellectual property or privacy rights. In exchange for the opportunity to participate in this Search, each online entrant assigns all right, title and interest in and to the entry, including any copyrights and moral rights therein, to Sponsor. Accordingly, each online entrant acknowledges and agrees that, once submitted and assigned, the entrant has no further rights to the online entry and Sponsor shall have the perpetual, royalty-free, worldwide, and irrevocable right to use, edit, alter, copy, reproduce, disclose, display, publish, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit the online entry, in whole or in part, whether in

connection with the Search or not, in any form, media or technology now known or hereafter developed, including, without limitation, the Internet, broadcast and cable television, for any purpose whatsoever, including but not limited to, advertising, promotion, entertainment and commercial purposes, without any payment to, or further authorization by, the entrant. Each online entrant further grants to Sponsor the unrestricted, irrevocable right but not the obligation, to use the entrant's name, address, photograph, picture, likeness, moving image, voice, biographical material, and personal information, whether in their original form as submitted on the entry, or as altered, edited, lifted or reproduced by Sponsor, in perpetuity throughout the world, whether in connection with the Search or not, in any form, media or technology now known or hereafter developed, including but not limited to the Internet, broadcast and cable television, for any purpose whatsoever, without payment to, or further authorization by, the online entrant. Without limiting the foregoing, each online entrant acknowledges that the video may be made available for public viewing on the Internet and that the video or parts thereof may be included in the Victoria's Secret Fashion Show Television Special, advertising and marketing. Each online entrant releases Sponsor and CBS from any and all claims for damages for libel, infringement of the right of publicity, invasion of privacy, portrayal in a false light, or any other claim based on use of the audiovisual recording or photograph. By entering this Search, each online entrant further agrees that excepting entrant's enjoyment of the online entry in the privacy of entrant's home, entrant may not use or permit others to use the entry without obtaining the prior written approval of Sponsor.

B. OPEN CASTING ENTRANTS

By entering the Search at a open casting, each such entrant grants to Sponsor the unrestricted, irrevocable right but not the obligation, to use the entrant's name, address, photograph, picture, likeness, moving image, voice, biographical material, and personal information, in perpetuity throughout the world, whether in connection with the Search or not, in any form, media or technology now known or hereafter developed, including but not limited to the Internet, broadcast and cable television, for any purpose whatsoever without any payment to, or further authorization by, the entrant. Each open casting entrant further consents to being videotaped and/or photographed at any time while participating in the open casting, and releases Sponsor and CBS from any and all claims for damages for libel, infringement of the right of publicity, invasion of privacy, portrayal in a false light, or any other claim based on use of the audiovisual recording or photograph.

C. LICENSES AND ASSIGNMENTS

Sponsor may license and assign to one or more third parties any and/or all of the rights (in whole and/or in part) granted to Sponsor hereunder.

8. **GENERAL CONDITIONS:** Participation in this Search constitutes agreement by entrant to be bound by these Official Rules. Finalists are responsible for making all necessary arrangements with employers, employees, family members and any other parties in anticipation of their extended absence from home and work. All entrants will

conduct themselves in a decorous manner at all times during their participation in the Search. Sponsor reserves the right to disqualify any entrant based on her physical or mental health in Sponsor's sole discretion. Sponsor reserves the right to disqualify any entrant if such entrant has engaged in, or during the Search engages in, any act which, in Sponsor's sole judgment, involved moral turpitude or which brings Sponsor, CBS or entrant into public disrepute, contempt, scandal or ridicule, or which damages, denigrates or injures the reputation or success of Sponsor, CBS or their products or services. All entrants agree to execute any documents and instruments and take any further acts as Sponsor may reasonably request in order to effectuate the terms and conditions of this Search. Search is subject to all federal, state and local laws and regulations. Sponsor reserves the right, in its sole discretion, to suspend or terminate this Search should virus, bugs, technical failures, non-authorized human intervention, tampering, fraud, or other causes beyond the control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Search. In such event, Sponsor reserves the right to modify the Search in an appropriate manner. Sponsor, CBS and its agents are not responsible for lost, late, illegible, misdirected or stolen entries or transmissions; technical, hardware, software, telephone, television or Internet failures of any kind; lost or unavailable network connections; incomplete, garbled or delayed computer transmissions; any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a person's ability to participate in the Search; fraud; or problems or errors of any kind in the administration or fulfillment of the Search, including without limitation mechanical, human, printing, distribution or production errors. Sponsor may prohibit a person from participating in the Search or winning a prize if, in its sole judgment, it determines that said person is attempting to undermine the legitimate operation of the Search by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass Sponsor, its agents, or other entrants. All decisions of the Sponsor and judges are final.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SEARCH MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

9. **USE OF THE WEBSITES:** The Websites are provided on an "as is" and "as available" basis. Except as specifically provided herein, to the fullest extent permissible pursuant to applicable law, Sponsor and CBS expressly disclaim all warranties of any kind, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, and noninfringement. Sponsor and CBS do not make any warranty that the Websites will meet your requirements, or that access to the Websites will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected.
10. **LIABILITY LIMITATIONS:** Participation in the Search constitutes agreement by entrant that Sponsor, CBS, their parents, subsidiaries and affiliated companies, licensees,

successors, assigns, legal advisors and web masters, and all of their respective officers, directors, employees, representatives and agents (individually and collectively “Releasees”) are released from, will have no liability whatsoever for, and shall be held harmless by entrant (and entrant’s parent/legal guardian, if applicable) against any and all claims, losses or liabilities (including death or property damage) arising out of or relating to participation in this Search or any Search-related activities or use or misuse or redemption of a Search prize. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the Search, to the extent permitted by law shall be governed by and construed in accordance with the laws of the State of New York, without regard for the conflicts of law doctrine of that State or any other jurisdiction. Each entrant irrevocably submits to the exclusive jurisdiction of the Federal and State courts located in the County of New York, State of New York for the purpose of any suit, action or other proceeding arising out of or relating to this Search or any Search-related activities or use or misuse or redemption of a Search prize, and any such disputes, claims or causes of action shall be resolved individually, without resort to any form of class action. In no event shall an entrant be entitled to any equitable or injunctive relief. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney’s fees.

11. **WINNERS LIST:** The name of the Winner will be posted on the Websites after Dec. 2, 2009.
12. **SPONSOR:** Victoria’s Secret Stores Brand Management, Inc., 4 Limited Parkway East, Reynoldsburg, OH 43068.