

**Survey Participant December 2018 – January 2019 Sweepstakes OFFICIAL  
RULES**

**NO PURCHASE OR PAYMENT IS  
NECESSARY TO ENTER OR WIN THE  
SWEEPSTAKES. A PURCHASE OR  
PAYMENT WILL NOT INCREASE YOUR  
CHANCES OF WINNING. Void where  
prohibited BY LAW.**

**IMPORTANT: PLEASE READ THESE OFFICIAL RULES, WHICH ARE A CONTRACT, CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. BY PARTICIPATING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS BELOW.**

**SWEEPSTAKES SUMMARY AND ENTRY PERIOD:** The “Survey Participant December 2018 – January 2019 Sweepstakes”(“**Sweepstakes**”) is sponsored by [Maurices Incorporated](#). (“**Sponsor**” or "Maurices") and begins at 12:01:00 a.m. Eastern Time (“EDT”) on December 1, 2018 and ends at 11:59:59 p.m. EDT on January 31, 2019 (“**Sweepstakes Period**”). Two (2) winners will be selected from all eligible entries received, as more fully detailed below. Limit of three (3) entries per person for the entire Sweepstakes Period. By entering this Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to extend or shorten this Sweepstakes or otherwise amend or cancel this Sweepstakes or amend these Official Rules. Two (2) verified winners will each receive one (1) \$250.00 Visa e-gift card.

**TO ENTER:** During the Sweepstakes Period, eligible individuals (see the ELIGIBILITY section of these Official Rules below) may enter the Sweepstakes by taking the short online survey or participating in the online discussion forum at the web site provided by the survey link in the email sent to you and following all

applicable instructions. Upon completing the survey you will have the option to provide all required information to enter the Sweepstakes. **If you do not provide all required information to enter the Sweepstakes, you will not earn an entry.** Surveys must be completed during the Sweepstakes Period for the associated entry to be eligible for the Sweepstakes.

All required information and actions must be received according to Sponsor's records during the Sweepstakes Period. Sponsor's clock will be the official timekeeper for this Sweepstakes. Those who do not provide the required information or abide by these Official Rules and other instructions of Sponsor or Administrator will be disqualified. Attempts made by an individual to submit entries in excess of any limit or otherwise in violation of these Official Rules by using multiple or false contact information or otherwise may be disqualified. Receipt of entries may not be acknowledged and will not be returned. Facsimiles, mechanical reproductions, alterations, garbled, incomplete, misdirected, lost, late, mutilated, or forged entries or required information, or entries generated by a macro, bot, or other automated means will not be accepted and are void. Entries made by any other individual or any entity, and/or originating at or using any other web site, including, without limitation, commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes.

**ELIGIBILITY: The Sweepstakes is open only to legal residents of any one (1) of the (50) United States or the District of Columbia who are at least 18 years old and at least the age of majority in their jurisdiction of residence on the date of entry.** Corporate entities are not eligible and have no right to claim any prize won by their employees. Employees, officers, directors, members, managers, agents, and representatives, or people who live in the same household as such individuals (whether related or not) of Sponsor, Administrator, and their respective corporate partners, parent, subsidiaries, affiliates and the advertising, promotion and public relations agencies, if any, involved in this Sweepstakes (collectively, the **"Sweepstakes Entities"**) are not eligible to enter or win a prize in this Sweepstakes. Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these official rules and the decisions of Sponsor.

In the event of a dispute concerning the identity of an entrant, the eligible entrant will be declared to be the registered account holder ("**Holder**") of the email address used or submitted to earn the entry, but only if that person meets all other eligibility criteria, otherwise the entry may be disqualified and any potential prize won will be forfeited in Sponsor's sole discretion. A Holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider,

or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Winner who is also an online entrant may be required to show proof of being the Holder. In the event a dispute as to the identity of a winner results in a corporation being deemed the Holder and awarding of a prize is in conflict with that corporation's written policy, the prize may be forfeited and an alternate winner may be selected in Sponsor's sole discretion.

#### **WINNER SELECTION/NOTIFICATION/VERIFICATION:**

Two (2) potential winners of the prizing detailed in the "Prize, Odds, & Approximate Retail Value" section below will be selected by Administrator in a random drawing from among all eligible entries received on or about February 15, 2019. The Administrator is an independent judging organization, whose decisions are final in all matters relating to winner selection in this Sweepstakes. Within approximately four (4) business days after the drawing, Sponsor or Administrator will attempt to notify the potential winners by email or using other contact information provided for entry in Sponsor's sole discretion. Winner must follow Sponsor's and Administrator's instructions to receive the prize. Prizes will only be emailed to each verified winner's submitted email address, except in Sponsor's sole discretion. If any prize, prize notification, or Sweepstakes-related communication is rejected, faulty, or undeliverable, if the potential winner does not respond according to the notification's or Sponsor's or Administrator's instructions, or if the winner or potential winner fails to comply with these Official Rules, the prize will be forfeited in Sponsor's sole discretion and an alternate winner may be selected (time permitting) based on the original method of winner selection or other method that is fair in Sponsor's sole discretion. Sponsor is not obligated to pursue more than three (3) alternate winners for the prize for any reason, in which case the prize may go unawarded. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential winner, if any. The prizes, if legitimately claimed, will be awarded. Upon prize forfeiture or inability to use the prize or portion thereof, no compensation will be given and Sponsor will have no responsibility or liability to that participant. To claim the prize, winner must follow the directions in his or her notification. As a condition of being awarded the prize, winner may be required to complete, sign, notarize (if applicable), and return, without alteration and in the form presented by Sponsor, an affidavit of eligibility and liability/publicity release and tax forms (as applicable) (collectively, the "Winner Documents") according to Sponsor's instructions from when Sponsor sends the Winner Documents or other time frame as specified by Sponsor or its representative. Failure to comply with these requirements, Sponsor's or its representative's instructions, or these Official Rules may result in disqualification from the

Sweepstakes and forfeiture of any prize potentially won, in Sponsor's sole discretion. The Winner Documents, if required, are each subject to verification by Sponsor.

**PRIZES, ODDS, & APPROXIMATE RETAIL VALUE ("ARV"):** The following prizes will be awarded in this Sweepstakes, subject to verification: Two (2) winners, subject to verification, will each win one (1) Visa e-gift card in the amount of \$250.00. The total ARV of all prizes offered in the Sweepstakes is \$500. **The odds of winning a prize depend on the number of eligible entries received up to 1,000 entries.** Sponsor will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address or other contact information. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Limit one (1) prize per person for the entire Sweepstakes. E-Gift cards may be subject to additional terms and conditions disclosed on the gift card or its packaging. All federal, state and local taxes, other expenses not specified in these Official Rules as being provided as part of the prize, and any and all other requirements or expenses related to the acceptance or use of any prize are winner's sole responsibility. Each participant waives the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity that might arise from or be related to claiming or seeking to claim a prize. **EACH WINNER AGREES THAT THE PRIZE IS PROVIDED "AS IS" and WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, OF ANY KIND, express or implied, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).** Winner may make no substitution or transfer of prize and no prize may be sold, auctioned or traded. No substitutions or exchanges (including for cash) of any prize will be permitted, except that Sponsor reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability, in its sole discretion. No more than the stated prizes explicitly described in these Official Rules will be awarded. All other expenses not specified in these Official Rules as being provided as part of the prize are the sole responsibility of the winners. Cards are issued by Citibank, N.A. pursuant to a license from Visa U.S.A. Inc. and managed by Citi Prepaid Services. This card can be used everywhere Visa debit cards are accepted.

**GRANT OF RIGHTS:** Entry into the Sweepstakes constitutes permission for Sponsor and its licensees and agents to use a winner's name, likenesses, prize information, photograph, voice, biographical data, or statements or comments related

to the Sweepstakes or Sponsor, for purposes of advertising and trade throughout the world, including on the internet, without further notice, permission, review, or compensation, except where prohibited by law. As a condition of being awarded a prize, winner may be required to confirm such permission in writing. Nothing contained in these Official Rules obligates Sponsor or its licensees or agents to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

**LIMITATION OF LIABILITY: BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY SPONSOR, ADMINISTRATOR, AND THEIR RESPECTIVE PARENT AND SUBSIDIARY COMPANIES, AFFILIATES, DIVISIONS, FRANCHISEES, CONSULTANTS, SUB-CONTRACTORS, SUPPLIERS, DISTRIBUTORS, LEGAL COUNSEL, ADVERTISING, PROMOTION, FULFILLMENT, MARKETING AND PUBLIC RELATIONS AGENCIES, AND INDEPENDENT CONTRACTORS, AND THE RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AND AGENTS OF EACH (COLLECTIVELY, "RELEASED PARTIES") FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES, LIABILITY, OR DAMAGES OF ANY KIND, INCLUDING ATTORNEYS' FEES, ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR SWEEPSTAKES-RELATED ACTIVITY, OR DELIVERY, POSSESSION, AWARDED, MISDELIVERY, ACCEPTANCE, USE, MISUSE OR INABILITY TO USE OR REDEEM ANY PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, LOSS, DAMAGE, ACCIDENT, OR DESTRUCTION TO OR OF PERSON OR PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL).** Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or the Released Parties' operations or activities are affected, as determined by the Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity

(whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

**ADDITIONAL DISCLAIMERS:** Released Parties are not responsible for any misprints, typographical or other error in these Official Rules, in any Sweepstakes-related advertisements or other materials, or the printing, the offering or the announcement of any prize or in the administration of the Sweepstakes. Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of the stated limit; incomplete, illegible, undecipherable, lost, late, damaged, faulty, failed, inaccurate, garbled, delayed, misdirected or mutilated entries, entry information, email messages, electronic or digital communications, mail or Sweepstakes-related correspondence or materials or postage-due mail; any technical problems, incorrect announcements of any kind; hardware or software failures of any kind; any error, omission, interruption, deletion, defect, or delay in operation, communication, or transmission; theft or destruction or unauthorized access to or alteration of entries; viruses, technical, network, telephone, computer hardware or software malfunctions of any kind; interrupted or unavailable cable or satellite systems; lost or unavailable network connections; or inaccurate transmission of, or failure to receive any entry information on account of technical problems or failures of any wireless, cellular or Internet service providers, traffic congestion on the Internet or at any web site or any combination thereof, which may limit a person's ability to participate in this Sweepstakes or receive communication from Sponsor and its representatives. Released Parties assume no responsibility for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space to receive messages in entrant's email or other account. Released Parties are not responsible, and may disqualify you, if your email address or other contact information does not work or is changed without prior written notice to Sponsor. Sponsor reserves the right to restrict or void entries or participation from any IP address or email address if any suspicious entry and/or participation is detected. Released Parties are not responsible for any changes or unavailability of the Site or Sponsor's email that may interfere with the Sweepstakes

(including any limitations, any restrictions, or any conditions on Sponsor's ability to use any web site for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices, or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. Sponsor reserves the right to cancel, terminate, suspend, or modify the Sweepstakes if it is not capable of running as planned for any reason, including, without limitation, if fraud or technical failures destroy the integrity of the Sweepstakes or if a technical or other problem corrupts the administration as determined by Sponsor, in its sole discretion. If the Sweepstakes is cancelled, Sponsor reserves the right to award prize(s) from among all eligible entries received as of the time of cancellation based on the original winner selection method or other method that is determined to be fair in Sponsor's sole discretion, and Sponsor would have no further obligation to any participant in connection with this Sweepstakes. Any use of robotic, automatic, programmed, or similar methods of participation will void any and all entries related to the use of those methods. Participants agree to not damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes. Sponsor reserves the right, in its sole discretion, to void entry of any entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes. If Sponsor determines at any time in its sole discretion that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained in these Official Rules. NOTE: ANY ATTEMPT TO

DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES/GOVERNING LAW/VENUE:** Except where prohibited, as a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Released Party, claims and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10), and entrant further waives all rights to have damages multiplied or increased.

THIS SWEEPSTAKES, THESE OFFICIAL RULES, AND ANY DISPUTE RELATED THERETO (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) ARE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. ANY LEGAL ACTION, SUIT, PROCEEDING OR DISPUTE IN CONNECTION WITH THIS SWEEPSTAKES (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) WILL BE BROUGHT AND RESOLVED EXCLUSIVELY IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, OR IF THAT COURT IS WITHOUT JURISDICTION OVER THE MATTER, THEN IN THE STATE COURTS OF ROCKLAND COUNTY IN THE STATE OF NEW YORK, AND EACH ENTRANT ACCEPTS AND SUBMITS TO THE PERSONAL JURISDICTION OF THESE COURTS WITH RESPECT TO ANY LEGAL ACTIONS, SUITS, PROCEEDINGS OR DISPUTES ARISING OUT OF OR RELATED TO THIS SWEEPSTAKES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

**OFFICIAL RULES/WINNERS LIST:** For a copy of these Official Rules or to receive a copy of the winners list, indicate which request you are making and send your request and a legal-sized, self-addressed, stamped envelope to: "Maurices Survey



Participant Sweepstakes”, c/o [Maurices Incorporated](#), Attn: July Survey Winner, 425 W Superior St. Duluth, MN 55802. Rules requests must be received for receipt prior to the end of the Sweepstakes Period. Winners List requests must be received no later than three (3) months after the end of the Sweepstakes Period. Only one (1) request per outer envelope, mailed separately, will be fulfilled. Vermont residents with a return address in Vermont may omit return postage with Official Rules requests.

**THE ADMINISTRATOR OF THIS SWEEPSTAKES IS: Vision Critical (US), Inc., 22 West 21<sup>st</sup> Street, 8<sup>th</sup> Floor, Suite B, New York, NY 10010.**

**THE SPONSOR OF THIS SWEEPSTAKES IS:** [Maurices Incorporated](#), 425 W Superior St. Duluth, MN 55802