

## **The [BR Insiders / ON the Inside / Gap Inc. Insiders] Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia.**

#### **1. Sponsorship**

This Sweepstakes (“Sweepstakes”) for [BR Insider / ON the Inside / Gap Inc. Insiders] (“Community”) is being Sponsored by Gap Inc. (“Sponsor”), and is being administered by MARU/MATCHBOX (“MARU”).

#### **2. Sweepstakes Period**

This Sweepstakes for the Community starts on December 1, 2017 at 12:01 AM and closes on December 31, 2017, 11:59 PM Pacific Time (the “Sweepstakes Period”).

#### **3. Eligibility**

Participation open only to members of the community who are legal residents of the 50 United States or the District of Columbia who are at least 18 years old as of date of entry. Void, outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsor and its parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Sweepstakes may only be entered in or from the 50 United States and the District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

#### **4. How to Enter**

The Sweepstakes are open to Members of the Community. Members are automatically entered into the Sweepstakes by completing one of the eligible activities offered by the Community. Entrants will receive one (1) entry for completion of every participating activity during the Sweepstakes Period. The Sweepstakes is offered electronically via the Internet.

## **5. Alternate Means of Entry**

Members may receive one (1) entry for the Sweepstakes by legibly printing the Entrant's name, street address, city, state, zip code, telephone number, and complete email address on a 3 x 5 inch (or 7.5 x 12.5 cm) piece of paper and mailing it to Gap Inc. Sweepstakes, 20 N. Wacker Drive, Suite 1400, Chicago, IL 60606 US. Please note that the correct Sweepstakes name (**Gap Inc. Sweepstakes**) is necessary to identify the specific Sweepstakes being entered. Mail-in entries that omit this information will not be valid.

## **6. Prize Draws**

Prize draws will be held approximately ten (10) business days after the end of the Sweepstakes Period from all eligible entries received. The Winner will be determined by random drawing from all eligible entries received by MARU during the Sweepstakes Period. The odds of winning depend on the number of eligible entries received. The odds of an entry winning the Prize will be the same, whether the entry was automatically generated or by alternate means of entry. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

## **7. Prize(s)**

Eight (8) prizes of \$100 Gap Inc. gift cards. Total approximate retail value of all prizes combined: \$800. Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of [any] prize, Sponsor reserves the right to substitute a prize of equal or greater value. All unspecified expenses are the responsibility of winner(s).

## **8. Notification**

MARU will notify each winner by email within fifteen (15) business days of the relevant Draw Date. Winners will have five (5) business days from notification to accept the Prize by email, and will be instructed whom to contact at that time. MARU is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. If a selected Entrant cannot be contacted or fails to respond within the allotted time MARU reserves the right to void that entry and select another eligible Entrant for that Prize (and in the event that the subsequent selected Entrant cannot be contacted or fails to respond, a further Entrant will be selected, until a winner is determined, provided further that in the event that a winner is not determined after attempts have been made to contact 8 Entrants, MARU may elect not to conduct any

further redraws and not award such Prize). In order to be declared an official winner, the selected Entrant(s) must correctly answer a time-limited, skill-testing mathematical question without mechanical or other assistance. The selected Entrants may be required to complete, and return to MARU a web-based Winner Notification Survey (which may include an Affidavit of Eligibility) within two (2) days of receipt. If a selected Entrant(s) fails to complete, and return the web-based Winner Notification Survey and the Affidavit of Eligibility, if required, to MARU within two (2) business days and/or provides an incorrect answer to the skill-testing mathematical question, MARU reserves the right to void that entry and select another eligible Entrant for that Prize.

## **9. Conditions**

All federal, state and local taxes are the sole responsibility of the winner(s). Participation in Sweepstakes and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants, winner(s) agree to release and hold harmless Sponsor, its affiliates, partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Sweepstakes cannot take place or if the prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

## **10. Additional Terms**

In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted.

The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **11. Limitation of Liability; Disclaimer of Warranties**

IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED

WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

## **12. Disputes; Governing Law**

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the County of San Francisco in the State of California.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to County of San Francisco in the State of California. The parties agree not to raise the defense of forum non conveniens.

## **13. Use of Data**

Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at

[http://www.gap.com/customerService/info.do?cid=2331&mink=5058,11140647,CS\\_Footer\\_PrivacyPolicy&mlink=11140647](http://www.gap.com/customerService/info.do?cid=2331&mink=5058,11140647,CS_Footer_PrivacyPolicy&mlink=11140647)

By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

## **13. List of Winners/Winner's Name**

To obtain a list of winners/the name of the winner, send a self-addressed, stamped envelope to: Gap Inc. Sweepstakes, 20 N. Wacker Drive, Suite 1400, Chicago, IL, 60606, US. Requests must be received no later than a month after the Draw Date.

**13. Sponsor.** Gap Inc., 2 Folsom Street, San Francisco, CA 94105