

## Bealls Day Guy Harvey® Giveaway Sweepstakes ("Sweepstakes")

### 2014 OFFICIAL RULES

#### **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY:** Open to Legal Residents of Florida who are eighteen 18 years of age and over. The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of Bealls Department Stores, Inc. ("Sponsor"), its parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, judging, administrative, and Sweepstakes agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, "Sweepstakes Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes).

**2. TO ENTER:** Pick up a free official entry form at any Bealls Department Store location on March 25, 2014, while supplies last. Legibly hand-print your name, complete home address (no P.O. boxes please), email address, date of birth, and daytime phone number on the entry form and drop the completed entry form into the designated entry box by close of business on March 25, 2014. **Limit one (1) entry per person.**

Restrictions: No photocopies or mechanically reproduced entries allowed. Any participant who enters more than one time will be disqualified and forfeits any prize won, in Sponsor's sole discretion. Sponsor is not responsible for entries that are late, lost, misdirected, mutilated, incomplete, or illegible. Proof of submission is not proof of receipt by Sponsor. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

Privacy Policy: Information submitted in connection with this Sweepstakes is governed by Sponsor's Privacy Policy (available at [http://www.beallsflorida.com/content\\_privacy](http://www.beallsflorida.com/content_privacy)).

**3. DRAWING AND ODDS OF WINNING:** One (1) Grand Prize Winner from each store will be selected in a random drawing from all eligible entries received. Odds of winning depend on the number of eligible entries received for each drawing. Drawings will be conducted on or about March 26, 2014, by a Sponsor representative, whose decisions shall be final and binding on all matters relating to the Sweepstakes.

#### **4. PRIZES AND APPROXIMATE RETAIL VALUES ("ARVs"):**

Seventy Four (74) Grand Prizes: Guy Harvey® Mens' T-shirt and Autographed Hat; ARV: \$48.00.

All product names are trademarks or registered trademarks of their respective companies.

Total approximate value of all prizes in this Sweepstakes: \$3,552.00

**5. PRIZE TERMS/RESTRICTIONS: Limit one (1) prize per person/household.** Prizes are non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right in their sole discretion to substitute a prize with one of comparable or greater value. Winners are solely responsible for any taxes on the prize. Any accessories, upgrades, and options are at the sole expense of the winner. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner. Sponsor does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the electronic prizes including but not limited to their quality, fitness for purpose, or technical condition. Any difference between the stated ARV and actual value at the time the prize was awarded will not be awarded.

**6. WINNER NOTIFICATION AND PRIZE CLAIM:** Winners are subject to verification, including verification of age. Potential Grand Prize winner will be contacted via a traceable method of mail sent to the address provided during registration. Grand Prize winner will be required to verify their eligibility by completing, signing, and returning an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release (granting the use of the Winner's name, city/state, likeness, or photograph by Sponsor for advertising/publicity purposes, without further compensation) within ten (10) calendar days of attempted mail notification or prize may be forfeited and an alternate Winner may be contacted. Taxes: Grand Prize Winner will be required to complete a W9 Tax Form and will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law. Winners are solely responsible for any taxes on the prize, and will be issued an IRS Form 1099 reporting the value of the prize.

**7. GENERAL CONDITIONS:** If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, at its sole discretion, cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prizes in a drawing from among all eligible, non-suspect entries received prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes.

**8. LIMITATIONS OF LIABILITY AND RELEASE:** As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, Sweepstakes Parties from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

**9. PUBLICITY:** Except where prohibited by law, by accepting a prize, winners grant permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Web Site) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

**10. GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Florida, without giving effect to any choice of law or conflict of law rules. By entering, you consent to the jurisdiction and venue of the federal, state and local courts located in Manatee County, Florida for the resolution of all disputes, and agree that any and all disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

**11. WINNERS LIST:** For a list of the winners send a self-addressed stamped envelope for receipt to: Bealls Day Guy Harvey® Giveaway Sweepstakes Winners List, Attn. Marketing Department, 1806 38<sup>th</sup> Avenue East Bradenton, Florida 34208. Requests must be received by April 25, 2014.

**12. SPONSOR:** Bealls Department Stores, Inc., 1806 38<sup>th</sup> Avenue East, Bradenton, Florida 34208.