

## Old Navy Presents: A BAD MOMS CHRISTMAS Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Message and data rates may apply.** Text **STOP** to 30364 to opt out and to discontinue further participation in the Promotion. Text **HELP** to 30364 for information. If you obtain the URL via text-messaging, you will receive 1 text message in response to your entry from an automated system. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers.

**1. Eligibility:** Old Navy Presents: A BAD MOMS CHRISTMAS Sweepstakes (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) and Canada who are at least eighteen (18) years old at the time of entry. Employees of The Gap Inc., HelloWorld, Inc., and their respective parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, provincial, territorial, municipal, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

**2. Sponsor:** The Gap Inc., Two Folsom Street San Francisco, CA 94105 U.S.A. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A. STX Productions, LLC ("STX") and Entertainment One Films Canada Inc. ("eOne") are not responsible for the collection, submission or processing of entries, the administration of the Promotion, the selection of winners or the fulfillment of prizes. Entrants are providing information to Sponsor and not to STX or eOne. Please direct all inquiries to Sponsor.

**3. Timing:** The Promotion begins on October 20, 2017 at 12:00 a.m. United States Eastern Time ("ET") and ends on November 10, 2017 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

**4. How to Enter:** During the Promotion Period, you can use a two-way text-messaging capable device and text "ONbadmoms" to 30364 to obtain the Promotion URL or visit [OldNavyBadMomsSweeps.com](http://OldNavyBadMomsSweeps.com) and complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**\*Message and data rates may apply.** Text **STOP** to 30364 to opt out and to discontinue further participation in the Promotion. Text **HELP** for information. Send questions to [customercare@m.helloworldmail.com](mailto:customercare@m.helloworldmail.com). If you obtain the URL via text-messaging, you will receive 1 text message in response to your entry from an automated system. Participating carriers include: AT&T Wireless (Cingular Blue), TMobile, AT&T (Cingular Orange), Verizon Wireless, Sprint, Nextel Communications, Alltel, Bell Mobility, Fido/Microcell Connexions, Manti Tel, Nucla-Naturita Tel, Eagle Telephone System, Epic Touch, CTC Telecom, Mobi PCS, Duet IP, Farmers Mutual Telephone, All West Communications, Gold Star Communications, South Central Utah, UBET, Peoples Wireless, Pioneer Cellular, Mosaic, MTA, MobileNation\_SI\_Wireless, United Wireless, Appalachian Wireless, TELUS Mobility, Google Voice, Chariton Valley Wireless, DTC Wireless (Advantage Cellular Systems) Pine Cellular, Syringa Wireless, Rogers Cantel Inc, Rural

Cellular Corp, US Cellular Corp, WestCentral Cellular, Dobson Cellular, NTELOS, Bluegrass Cellular, Centennial Cellular Corp, Sasktel Mobility, Telcel, Telefonica, Revol, Cox Wireless, AWCC (Allied Wireless Communication Services) -former Alltel, Aliant Telecom, Northern Telephone, Cincinnati Bell, Cellular South, MTS, Boost Mobile, Virgin Mobile Canada, Telebec, Carolina West Wireless, Cricket/Leap, Appalachian Wireless, Immix Wireless, Cellcom, Virgin Mobile USA, Cellular One of East Central Illinois, GCI/Alaska Digitel, Inland Cellular, Illinois Valley, Nex-Tech, United Wireless, Claro, Movistar, Nextel Communications, Personal.Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, visit <http://oldnavy.gap.com/customerService/info.do?cid=3318>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

**Limit:** Each entrant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being an authorized account holder.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. **Sweepstakes:** The drawing will be conducted on Sponsor's behalf by Administrator at approximately 12:00 p.m. ET on November 13, 2017 in Southfield, MI. **Instant Win Game:** Twenty (20) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winner will be notified by email or phone. The potential Grand Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner is a Canadian resident, he/she will be required to correctly answer a time-limited skill-testing question in order to be eligible to receive a prize. Canadian winners will be required to complete an IRS Form W-8BEN. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), fails to correctly answer the skill-testing question (if applicable), or prize is returned

as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

## 8. Prizes:

**Sweepstakes Prize: ONE (1) GRAND PRIZE:** The winner will receive a private screening for the winner and up to one hundred (100) guests of the motion picture *A Bad Moms Christmas* (the "Screening Party"), and shall include one (1) small popcorn and one (1) small beverage for each attendee. The Screening Party will occur at a theatre near winner's hometown (as determined by Sponsor in its sole discretion). The specific date and time of the Screening Party shall be at the sole discretion of Sponsor. If (i) winner cannot attend the Screening Party on the date and at the time selected by Sponsor, or (ii) winner's residence is not within thirty (30) miles of an appropriate location for the Screening Party, or (iii) winner is unwilling, for any reason, to receive the Screening Party as described in and in accordance with these Official Rules, winner forfeits the prize. *A Bad Moms Christmas* has an anticipated rating of R by the Motion Picture Association of America. The winner's guest(s) must be age appropriate for the film. No photography or other audio and/or visual recordings may be made during the Screening Party and in the event the winner or any of his or her guests engage in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person during the Screening Party, Sponsor reserves the right to terminate the Screening Party early, and send the winner and/or his or her guest(s) home with no further compensation. Sponsor is not responsible if the Screening Party or any other scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of the winner. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. By accepting ticket(s) in connection with the Grand Prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket(s). Client will also provide a check to the grand prize winner to help cover taxes (\$900). Approximate Retail Value ("ARV"): \$3,650. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

**Instant Win Game Prizes: TEN (10) FIRST PRIZES:** Each first prize winner will receive one (1) Old Navy eGiftCard for one hundred dollars (\$100.00). The eGiftCard will be delivered directly to the winner's email address as submitted with their entry. Old Navy eGiftCards are issued by and represent an obligation of Direct Consumer Services, LLC, a California limited liability company ("DCS") and are distributed by CashStar, Inc., a Delaware corporation ("CashStar"). The eGiftCard may be redeemed for merchandise at any Gap, Old Navy, Banana Republic, or Athleta store location, including Outlet and Factory stores, in the U.S., D.C., Puerto Rico, and Canada. The eGiftCard may also be redeemed online for merchandise at gap.com, oldnavy.com, bananarepublic.com, athleta.com, gapfactory.com, and bananarepublicfactory.com. If you return merchandise originally purchased with an eGiftCard, any refund will be issued in the form of a plastic gift card issued by DCS which may be used at any of these stores or online. Any merchandise purchased with an eGiftCard is subject to the applicable store or online return policies. Purchases will be deducted from the amount of this eGiftCard until the value reaches zero. The eGiftCard may not be applied as payment on any credit card account. You may not use an eGiftCard to purchase other eGiftCards. eGiftCards are redeemable for cash only when required by law. Void if resold or transferred for value. For full terms and conditions please visit: [https://oldnavy.cashstar.com/about/terms\\_and\\_conditions/](https://oldnavy.cashstar.com/about/terms_and_conditions/). ARV: \$100 each. **TEN (10) SECOND PRIZES:** Each Second Prize winner will receive two (2) *A Bad Moms Christmas* movie tickets. The Sponsor is not responsible if the event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to Sponsor's standard rain-check policies and

procedures. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the issuer of the ticket. The Sponsor is not responsible if winner does not use ticket on day of event. ARV: \$30 each. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person.

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. The ARV of prizes set forth above represents Sponsor's good faith determination of the actual fair market value and, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event a stated ARV is more than the actual fair market value, the difference will not be awarded in cash or otherwise. All prizes will be awarded provided they are properly claimed. TOTAL ARV OF ALL PRIZES COMBINED: \$4,950.

**9. Release:** By participating in the Promotion or by receipt of any prize, entrants agree to release and hold harmless Sponsor, HelloWorld, Inc., STX, eOne, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/province for promotional purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion, and subject to the approval of the Régie des alcools, des courses et des jeux. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding,

programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Dispute Resolution:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://oldnavy.gap.com/customerService/info.do?cid=3318>) and Administrator's Privacy Policy (<http://www.helloworld.com/privacy-policy>). Sponsor may share your information with STX in connection with prize fulfillment purposes, which will use such information in accordance with its independent privacy policy posted at <https://stxentertainment.com/privacy>.

**15. Winner List:** For a winner list, visit <http://bit.ly/2wo098m>. The winner list will be posted after winner confirmation is complete.

**16. Promotion Emails:** By participating in the Promotion, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email.

**17. Unsubscribe:** To opt out of future marketing messages from Sponsor, visit either <https://secure-oldnavy.gap.com/profile/info.do?cid=82636> (for U.S. entrants) or [https://secure-oldnavy.gapcanada.ca/profile/info.do?cid=82636&locale=en\\_CA#https://secure-oldnavy.gapcanada.ca/profile/info.do?cid=82636&locale=en\\_CA](https://secure-oldnavy.gapcanada.ca/profile/info.do?cid=82636&locale=en_CA#https://secure-oldnavy.gapcanada.ca/profile/info.do?cid=82636&locale=en_CA) (for Canada entrants).

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