

Eddie Bauer Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Eddie Bauer Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia) and Canada (excluding Quebec), who are at least eighteen (18) years old at the time of entry. Employees of Eddie Bauer LLC, Merkle Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations. It is void in Quebec and where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Eddie Bauer LLC., 2200 1st Ave S, Suite 400, Seattle, WA 98134 U.S.A. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A.

3. Timing: The Sweepstakes begins on July 11, 2023 at 12:00 a.m. United States Eastern Time ("ET") and ends on July 25, 2023 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit eddiebauer.com and either log in to your existing Eddie Bauer Loyalty Member account or register for a free account. You must remain an Eddie Bauer Loyalty member until all Sweepstakes prizes have been awarded in order to claim a prize. Then, click on the link to <http://adventurerewardssweepstakes.com/> (the "Sweepstakes Site") and follow the instructions to complete and submit the sweepstakes registration form. You automatically will receive one (1) entry into the Sweepstakes. **Limit:** Each participant may enter one time per 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 entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being the authorized account holder.

Bonus Sweepstakes Entries: You may receive one (1) additional Sweepstakes entry by completing the following actions:

- (a) Enter via Twitter Share on Sweepstakes Website:** To participate, you must have a Twitter account. Twitter accounts are free but subject to Twitter, Inc.'s terms of service: <https://twitter.com/tos>. Your account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor and its agents. If you Tweet using your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans. In order to secure a bonus entry, Sponsor will provide a "Share to Twitter" option on the sweepstakes website. Participants will be required to share their Twitter Handle on the entry form AND click to share the Tweet. The Tweet will include "Enter the Adventure Rewards #Sweepstakes for the chance to win Eddie Bauer Gear, a Charge bike, and more!" and the link to these Official Rules. Each participant will receive one (1) bonus entry into the Sweepstakes by publishing the "Share to Twitter" Tweet from the sweepstakes website. **Limit:** You may enter one (1) time during the Promotion Period via this bonus method. The bonus method is only applicable as long as participant has also submitted via the main method of entry.

You need not include any additional content with your Tweet. If you choose to include any content in your Tweet, the content must be your original work and must not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, or any other person or party, or contain material that is unlawful in any way. If you include the names or likenesses of other individuals, you must have their permission to be included. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.

5. Drawing: Administrator is an independent organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around August 1, 2023. The potential winners will be notified by email or phone. The potential Grand Prize winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited, a 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 his/her prize. If any potential winner is a Canadian resident, he/she will be required to answer a time-limited skill-testing question without assistance, in order to be eligible to receive a prize. Receiving a prize is contingent upon compliance with these Official Rules. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), fails to answer the skill-testing question correctly (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

6. Prizes: ONE (1) GRAND PRIZE: A prize package that includes a 12-month supply of Eddie Bauer gear to be fulfilled each season and one (1) Charge Electric Bike Comfort 1 model in black or white. Approximate Retail Value ("ARV"): \$5,799.00 USD.

TEN (10) RUNNERS UP PRIZES: A \$100 Eddie Bauer gift certificate (fulfilled as an eGift Card). Terms and conditions apply. ARV: \$1,000.00 USD.

For All Prizes: 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. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: of one (1) prize per person. Total ARV for all prizes: \$6,799.00 USD.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, 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 Sweepstakes or receipt or use or misuse of any prize.

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

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of

terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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 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 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.

10. 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is 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 the 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, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and 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 exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.eddiebauer.com/content/privacy-and-security> (for U.S.) or <https://www.eddiebauer.ca/content/privacy-and-security> (for Canada).

13. Winner List: For a winner list, please click [HERE](#). The winner list will be posted after winner confirmation is complete.

14. 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.

15. Unsubscribe: To opt out of future marketing messages from Sponsor, simply click the Unsubscribe link provided at the bottom of any Eddie Bauer email or send us an email using the Eddie Bauer Contact Us form (<https://www.eddiebauer.com/contactus>).

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