

## **JCPENNEY® #SOWORTHIT SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE AT THE TIME OF ENTRY.**

**VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The JCPenney® #SoWorthIt Sweepstakes ("Promotion") is sponsored by J. C. Penney Corporation, Inc. ("Sponsor"), 6501 Legacy Dr. Plano, TX 75024, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on March 8, 2016 at or about 12:00 PM (noon) Eastern Time ("ET") and ends on March 31, 2016 at 11:59:59 PM ET ("Promotion Period"). During the Promotion Period there will be twenty four (24) separate daily entry periods (each, an "Entry Period"), one (1) for each calendar day of the Promotion Period. Each calendar day starts at 12:00 AM ET and ends at 11:59:59 PM ET, with the exception of Entry Period 1 which begins at 12:00 PM (noon) ET and ends at 11:59:59 PM ET on March 8, 2016. Entries into an Entry Period **will not** carry forward into future Entry Periods. Sponsor's computer is the Promotion official clock.
- 2. ELIGIBILITY:** This Promotion is offered only to legal residents of the 50 United States, and the District of Columbia, who are at least eighteen (18) years of age at the time of entry. Employees, officers, or directors of the Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates and advertising, promotion and web design agencies ("Promotion Entities") and their immediate family members (i.e., spouse, parent, child, sibling and the "steps" of each) and persons living in the same household of each are not eligible to enter or win. Void in Puerto Rico, all other United States Territories and Possessions, and overseas military installations and where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor 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. Entrants and/or potential winner may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. Sponsor will have the right to republish any entry.

- 3. HOW TO ENTER:** During the Promotion Period, the @JCPenney Twitter account will compose a "Tweet" that will include the hashtags #SoWorthIt and #Sweepstakes. An eligible entrant must follow @JCPenney and retweet the Tweet, including the hashtags #SoWorthIt and #Sweepstakes, to automatically receive one (1) entry into the active Entry Period. Regardless of the number of times that an Entrant retweets the Tweet, there is a limit of one (1) entry per each Entry Period. By retweeting the Sponsor's Tweet, entrants hereby agree to these Official Rules and the decisions of Sponsor regarding the administration of the Promotion.

**NOTE:** An entrant must use a non-private Twitter account to enter the Promotion. Due to the way Twitter operates its services, entries from Twitter users with "protected" accounts (i.e., only people the entrant has approved can view his or her Tweets) may not be received. Entrant must remain a follower of @JCPenney for at least thirty (30) days after the end of the Promotion Period for an activity for winner verification purposes. If an entrant does not have a non-private Twitter account, he/she can create one at no cost at [www.twitter.com](http://www.twitter.com). Use of Twitter will be subject to Twitter's privacy policy and terms of use, which can be found at [www.twitter.com/privacy](http://www.twitter.com/privacy) and <https://twitter.com/tos>.

If an entrant accesses the Promotion on his/her mobile device, the entrant's wireless service provider may charge the Entrant for applicable message and data charges. Entrants should consult their wireless service provider regarding its pricing plans prior to participating via a mobile device. This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter.

**LIMIT: One (1) entry per entrant per Entry Period.** An entrant who attempts to enter any Entry Period more than once will be subject to disqualification from the Promotion. Entries received during an Entry Period will not carry forward to subsequent Entry Periods. If it is discovered or suspected that a person has attempted to enter or receive entries using multiple Twitter accounts or identities, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor's sole and absolute discretion.

**4. RANDOM DRAWING:** On or about the next business day after an Entry Period, the Administrator will randomly select twenty five (25) potential winners for each Entry Period, from among all eligible entries received for that Entry Period only. Each winner is considered a potential winner pending verification of eligibility and compliance with these Official Rules.

**5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**

**A. Prizes (25 per Entry Period, 600 total):** Each winner will receive one (1) \$100 JCPenney gift card (each, a "Prize"). Each Prize is awarded in the form of a digital gift card code. The ARV of each Prize is \$100. No more than 25 Prizes per Entry Period, 600 Prizes for the entire Promotion Period, will be awarded.

**B. Total ARV:** The total ARV of all Prizes available in each Entry Period is \$2,500.

**C. Odds of Winning:** The odds of winning a Prize depend on the total number of eligible entries received for an each Entry Period.

**D. Prize Conditions: Limit one (1) prize per person/household in the entire Promotion.** The right to receive a Prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute prize of equal or greater value in case of unavailability of the Prize or force majeure.

Each JCPenney digital gift card code is subject to the terms and conditions on and in connection with the gift card found at <http://www.icpgiftcard.com/terms-and-conditions/>. The use of a JCPenney gift card constitutes the user's acceptance of the terms and conditions so winners should read the terms and conditions carefully. Winners must protect the JCPenney digital gift card code and treat the JCPenney digital gift card code as they

would any other valuable document. Each JCPenney digital gift card code will not be redeemed or exchanged for cash, except where required by law. Each JCPenney digital gift card code will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without a winner's permission and will be voided if altered or defaced.

- 6. HOW TO CLAIM A PRIZE:** Each potential winner selected for the respective Entry Period will be sent a Direct Message on Twitter from @JCPenney to his/her Twitter account used to enter the Promotion with further instructions on how to claim a Prize, including requesting the potential winner to provide his or her mailing address to the Administrator. Each potential winner will be required to follow instructions in the Direct Message, and provide the Administrator with his/her e-mail address, first name, last name (no initials), city, state, and birth date. In the event there is no response to a winner notification within forty-eight (48) hours, or if a potential winner is found ineligible or does not comply with these Official Rules, that potential winner may, at the Sponsor's sole discretion, be disqualified, and the Prize he/she may have been entitled to will be forfeited. If a potential winner is disqualified for any reason, in the Sponsor's sole discretion, that Prize may or may not be awarded to an alternate winner selected at random from among all remaining eligible entries received for that specific Entry Period. Each Prize will be e-mailed to the winner's e-mail address provided by the winners in response to the Direct Message notification within 2-3 weeks from the end of the Promotion. Federal, state and local taxes, if any, are the sole responsibility of each winner. Each winner is solely responsible for all other costs and expenses not expressly set forth herein.

In the event of a dispute as to the identity of the winner, the winning entry will be declared made by the authorized account holder of the e-mail address associated with the Twitter account used to submit the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder.

The Promotion Entities shall not be held responsible for any delays in awarding Prizes for any reason. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or any component thereof, or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Prizes will only be awarded to verified winners.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities, and each of their respective affiliates, parent companies, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters and their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable entries, e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/use net accessibility, availability or traffic congestion; or any technical, mechanical, programming, printing or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of entry information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any

incorrect or inaccurate information, whether caused by any tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction. The Released Parties shall not be responsible or liable for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole and absolute discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. This Promotion is subject to all federal, state, and local laws and regulations.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, 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 other cause beyond any of the Released Parties' control (collectively, "Force Majeure"), or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion or any online service via the Internet due to hardware or software compatibility problems, (k) any lost/delayed data transmissions, omissions,

interruptions, defects, and/or any other errors or malfunctions, (l) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (n) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), or (o) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Promotion, including prize components, 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 exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN COLLIN COUNTY, TEXAS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN TEXAS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN COLLIN COUNTY, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 9. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Promotion will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.jcpenney.com/jsp/customerservice/serviceContent.jsp?pagelId=pg4003700012&isFooter=true&title=privacy%20policy>.
- 10. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on television, radio, the World Wide Web and Internet,

without notice, review or approval and without additional compensation except where prohibited by law.

**11. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered or suspected, in Sponsor's sole and absolute discretion, that an entrant has registered or attempted to register using multiple e-mail addresses, identities, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that entrant will be ineligible to win a Prize. Also, if it is discovered that any entrant attempts to receive additional entries in excess of the stated limitation, that entrant may, in Sponsor's sole and absolute discretion, be disqualified from the Promotion. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any Promotion promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: JCPenney #SoWorthIt Sweepstakes – Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests must be received by May 16, 2016.

**Sponsor:** J. C. Penney Corporation, Inc., 6501 Legacy Dr. Plano, TX 75024.

© JCP Media Inc., 2016. All Rights Reserved