

ONE LUCKY TRUNK SWEEPSTAKES
OFFICIAL RULES

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

ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY. VOID IN WHERE PROHIBITED.

The One Lucky Trunk Sweepstakes ("Sweepstakes") is sponsored by Trunk Club, Inc. ("Sponsor"), 325 West Ohio Street, Chicago, IL 60654 and is administered by an independent third party ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on May 20, 2019 at 9:00 AM Central Time ("CT") and ends on May 23, 2019 at 11:59:59 PM CT ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's e-mail address will be the e-mail address submitted at the time of entry. Entrants will not be allowed to change their e-mail addresses.

- 3. HOW TO ENTER THE SWEEPSTAKES:** There are two (2) ways to enter the Sweepstakes:
 - A. Order a Trunk Club Trunk:** During the Sweepstakes Period, an eligible entrant may order a Trunk Club trunk (a "Trunk") at www.trunkclub.com. To order a Trunk an entrant must provide a valid credit card or Nordstrom card, which will be charged a \$25 styling fee (Nordstrom cardholders will not be charged the \$25 styling fee). Upon the successful order submission of a Trunk, an entrant will receive one (1) entry into the Sweepstakes. **A Trunk must be approved by an entrant by 11:59:59 PM CT on May 24, 2019 to receive a Sweepstakes entry.** Once the Trunk is received the entrant will have five (5) days to return unwanted items before he/she is charged for the items included in the Trunk. An entrant does not need to keep any of the items contained in the Trunk to be entered into the Sweepstakes.
 - B. Mail-In Entry:** To enter without ordering a Trunk, an eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: One Lucky Trunk Sweepstakes P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than May 23, 2019, and received on or before June 3, 2019, in order to be eligible.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Regardless of method of entry, there is a limit of one (1) entry per person during the Sweepstakes Period. If more than one (1) entry is received from the same person, telephone number and/or e-mail address during the Sweepstakes Period, all entrant's entries may, at the Sponsor's sole discretion, be disqualified.

4. **RANDOM DRAWING:** On or around June 4, 2019, the Administrator will randomly select one (1) potential grand prize winner, three (3) potential first prizes winners, and five (5) potential second prize winners from all eligible entries received. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.
5. **PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**
 - A. **Grand Prize (1):** The grand prize is a \$3,000 credit to Trunk Club ("Grand Prize"). The ARV of the Grand Prize is \$3,000. Only one (1) Grand Prize will be available in the Sweepstakes.
 - B. **First Prizes (3):** Each first prize is a \$500 credit to Trunk Club (each a "First Prize"). The ARV of each First Prize is \$500. Only three (3) First Prizes will be available in the Sweepstakes.
 - C. **Second Prizes (5):** Each second prize is a \$100 credit to Trunk Club (each a "Second Prize"). The ARV of each Second Prize is \$100. Only five (5) Second Prizes will be available in the Sweepstakes.
 - D. **Total ARV of All Prizes:** The total ARV of all prizes is \$5,000.
 - E. **Odds of Winning:** The odds of winning a prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.
 - F. **General Conditions:** Credits expire one (1) year from the date of issuance and can be used in-store, online, or with a monthly membership trunk. In no event will more than one (1) Grand Prize, three (3) First Prizes, and five (5) Second Prizes be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes available in the Sweepstakes, Sponsor reserves the right to award the prizes in a random drawing from among all prize claims received.
6. **HOW TO CLAIM A PRIZE:** After the random drawing, Administrator will notify the potential winners via e-mail at the e-mail address provided at the time of entry. Before being declared the Grand Prizes winner, the potential Grand Prize winner will be required to sign and execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). The potential Grand Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within five (5) calendar days from the date it is postmarked as being sent to the potential winner or the Grand Prize may (in Sponsor's sole discretion) be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept his/her prize, or in the event that the potential Grand Prize winner fails to return an executed and notarized Affidavit within the five (5) calendar day deadline, the respective prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith

attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

Sponsor will attempt to notify the potential winners as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. If a prize is unclaimed, unredeemed, or returned as undeliverable, such prize will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent 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 force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason.

The winners shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the prize won. Sponsor will issue an IRS Form 1099-MISC for the Grand Prize winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Prizes will only be awarded to verified winners.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) 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 attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, 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); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties;

(g) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of the winner in a manner it deems fair and reasonable, including the selection of the winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS 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.

- 8. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. 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 MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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 ATTORNEYS' 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 SWEEPSTAKES 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 FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY:** Sponsor's privacy policy is available at <https://www.trunkclub.com/privacy>.
- 10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in

their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; 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 this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, 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. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winner may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such 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. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. 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 become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For the name of the winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List - One Lucky Trunk Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than July 23, 2019.

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