

Bloomingtondale's Getaway to Italy with Vietri Sweepstakes Official Rules

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

- 1. Eligibility:** The Bloomingtondale's Getaway to Italy with Vietri Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Bloomingtondale's, Inc. ("Sponsor"), Vietri, Inc. and their affiliates, 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 and local laws and regulations and is void in Puerto Rico and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which 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:** Bloomingtondale's, Inc., 1000 Third Avenue, New York, NY 10022.
- 3. Sweepstakes Period:** The Sweepstakes begins on June 1, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on June 30, 2016 at 11:59 p.m. ET (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.
- 4. How to Enter:**
 - A.** During the Sweepstakes Period, register with the Bloomingtondale's Gift Registry at any participating Bloomingtondale's store or visit bloomingtondales.com/registry and create a gift registry with an aggregate value of not less than six thousand five hundred dollars (\$6,500) (a "Qualified Registry"). Once you have created a Qualified Registry in-store or online you will automatically receive one (1) entry into the Sweepstakes. Entrant must complete all required steps and provide all required information to receive an eligible entry.
 - B.** Alternate free means of entry also available. You may also enter by mailing a 3"x5" piece of paper or post card to: Getaway to Italy with Vietri Sweepstakes, Bloomingtondale's, 909 Third Avenue, 14th Floor, New York, NY 10022. Please make sure to include your full name, mailing address email address, daytime and evening phone number and date of birth in an envelope with proper postage. If you provide an email address, it will be used only to contact you in the event that you are a winner unless you state that: "Please send me Bloomingtondale's marketing material by email, including material related to the Bloomingtondale's Gift Registry." All requests must be postmarked no later than June 30, 2016 and received within five (5) days in order to be included in the Sweepstakes. All requests become the exclusive property of the Sponsor. None will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, all of which will not be honored.
- C. Limit:** You may only enter the Sweepstakes once, whether by using the alternate means of entry or by opening a Qualified Registry. 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. Additional information, including a copy of these official rules, is available at bloomingtondales.com/registry.
- 5. Determination and Verification of Potential Winners:** 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 entries, which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address, used to enter will be deemed to be the entrant. The "authorized account holder" of an email address, 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 winner may be required to show proof of being the authorized account holder. Potential winner is subject to verification before any prize will be awarded. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of potential winner are final and binding in all matters related to the Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules. 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 entries. **POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF A PRIZE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS 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.**
- 6. Selection of Winner.** Winner will be selected by a random drawing on or about July 8, 2016. Odds are determined by the number of entries received. If a potential winner cannot be contacted, or prize is returned as undeliverable, potential winner forfeits the prize. Prize consists of only those items specifically described as included in the prize. All fees, federal, state and other taxes, costs and expenses relating to the use, acceptance and possession of the prize are the sole responsibility of the winner.
- 7. Prize:** Winner will receive the following items and services:
 - A 5-day trip for winner and one (1) guest to Florence, Italy. Trip includes roundtrip economy airfare from a major U.S. city/airport to Florence, Italy; four (4) nights double-occupancy accommodations for two; dinner for two persons at In Tavola; a \$650 meal voucher; a half-day walking tour in Florence; a day trip to the Vietri factory with guided tour; and airport transfers in Italy. Approximate Retail Value (ARV): \$6,060.
 - Vietri product selected by winner with a retail value of up to four thousand (\$4,000). ARV: up to \$4,000.Winner is solely responsible for transportation to a major U.S. city/airport for departure to Italy, meals and drinks (except as otherwise specified in prize), incidental expenses, tips and gratuities, insurance, income and other taxes, ground transportation, and all other costs and expenses not otherwise mentioned herein. Travel and accommodations are subject to black-out dates and availability. Winner and guest must travel together on specified itinerary and possess all required travel documents, including driver's licenses, visas, and valid passports, as applicable. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. The winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. Sponsor is not liable for any missed prize events, opportunities, or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Any portion of the prize unused by the winner or guest will be forfeited. There can be no changes made to travel arrangements once tickets are issued. The winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide insurance, or any other form of insurance. Guest of the winner (unless child of winner) must be at least the age of majority in his or her state of residence as of the date of departure. Winner and guest must execute liability/publicity releases prior to issuance of travel documents. Once a travel companion is selected, s/he may not be substituted, except in Sponsor's sole and absolute discretion. No cash equivalent and prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value if the designated prize should become unavailable for any reason. Any portion of the prize not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted and no additional compensation will be provided. Aggregate ARV of Prize: Up to \$10,060. Prize must be redeemed by January 8, 2017.
- 8. Notification:** Potential winner will be notified by e-mail, mail or telephone and must respond to accept or decline the prize within seven (7) days of notification. If a potential winner cannot be contacted, does not timely respond or if prize or prize notification is returned as undeliverable, an alternate potential winner will be selected. Upon prize forfeiture, no payment or other compensation will be made to the original potential winner. Recipient of such notification (parent/legal guardian if potential winner is a minor in his/her state of residence) must sign and return an affidavit of eligibility, liability and publicity release within fourteen (14) days of acceptance or an alternate potential winner may be selected. Also, because the approximate retail value of the prize is \$600 or more, a Social Security Number or Individual Taxpayer Identification Number is required to be provided to Sponsor for issuance of a 1099 Form. In the event of noncompliance with this or any other requirement, the non-complying potential winner will be disqualified.
- 9. Release:** By participating, entrants agree to these Official Rules. Entrants are solely responsible for their own actions and agree to hold harmless Sponsor, Vietri, Inc. and their respective parent, subsidiaries, divisions and related companies, together with and the respective officers, directors, employees, agents, successors, assigns and licensees of each of them, and those companies supplying prizes (collectively the "Released Parties") from any liability for losses, damages or injuries arising in connection with their participation in the Sweepstakes or the award or use of a prize.
- 10. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state 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 Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds or reasonably believes 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.
- 12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect/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 cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process/Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 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. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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.
- 13. 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 Southern District of New York or the appropriate New York State Court located in New York County, New York; (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 New York, without giving effect to any choice of law or conflict of law rules, whether of the State of New York or any other jurisdiction.
- 14. Privacy:** Handling of all participant information, including e-mail addresses, will be consistent with the Bloomingtondale's, Inc. Notice of Privacy Practices at https://customerservice.bloomingtondales.com/app/answers/detail/a_id/357/kw/privacy.
- 15. Winner List:** For name(s) of winner(s), send a written request and stamped, self-addressed envelope (VT residents may omit return postage) to: Bloomingtondale's Getaway to Italy with Vietri Sweepstakes, Bloomingtondale's Gift Registry, 909 Third Avenue, 14th Floor, New York, NY 10022. (No phone calls please.)
- 16. Sponsor:** Bloomingtondale's, Inc., 1000 Third Avenue, New York, NY 10022.