

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

The Saks Advisors Sweepstakes ("Sweepstakes") begins at 12:00 AM Eastern Time ("ET") on 1/1/17 and ends at 11:59 PM (ET) on 12/31/17 ("Sweepstakes Entry Period"). Sweepstakes is open to legal residents of the 50 United States or the District of Columbia, age 18 and older who have a valid email address at time of entry. Void where prohibited by law. Sponsor: Saks Fifth Avenue, 225 Liberty Street, New York, NY 10281. Employees of the Sponsor, its parent company, subsidiaries, affiliates, retailers, distributors, advertising and promotion agencies and any other individual or company involved in the development or execution of the Sweepstakes, and members of their immediate families (parent, child, sibling and their respective spouses) of same households, whether or not related, are not eligible to enter. All federal, state, and local laws and regulations apply. Sweepstakes governed by U.S. law.

**There will be three (4) Quarterly Prize Drawings during the Sweepstakes Entry Period. To qualify for Prize Drawing Entry Period #1**, your entry must be received between 12:00 AM ET on 1/1/17 and 11:59 PM ET on 3/31/17. **To qualify for Prize Drawing Entry Period #2**, your entry must be received between 12:00 AM ET on 4/1/17 and 11:59 PM ET on 6/30/17. **To qualify for Prize Drawing Entry Period #3**, your entry must be received between 12:00 AM ET on 7/1/17 and 11:59 PM ET on 9/30/17. **To qualify for Prize Drawing Entry Period #4**, your entry must be received between 12:00 AM ET on 10/1/17 and 11:59 PM ET on 12/31/17. Entries from each Prize Drawing will not "roll-over" into subsequent Prize Drawings. If no entries are received for a given Prize Drawing, the next Prize Drawing's entries (if any) will be used to award the previous Prize Drawing's prizes. This process will be repeated until all prizes are awarded. If no eligible entry is received for the last Prize Drawing, then the final prize will be awarded from all eligible entries received during the Sweepstakes Entry Period.

To enter online, visit [www.saksadvisors.com](http://www.saksadvisors.com) and follow all onscreen entry instructions to complete and submit the online survey ("Entry"). Entry must be received during the applicable Prize Drawing Entry Period to qualify for inclusion into the applicable Prize Drawing. Limit: One entry for each individual survey completed. Entrants subject to all notices posted at [www.saksadvisors.com](http://www.saksadvisors.com), including but not limited to the privacy policy. In the event of a dispute as to any online Entry, the authorized account holder of the email address used to enter 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. Potential winners may be required to show proof of being the authorized account holders. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. The Sponsor is not responsible for telephone or computer software or hardware equipment malfunction or for lost, late, misdirected, garbled, inaccurate, undelivered, delayed, incomplete, stolen, damaged, altered or illegible entries. No mechanically reproduced, computer generated, altered or incomplete entries will be accepted. All Entries become the Sponsor's property and will not be returned or acknowledged.

**Prizes and Approximate Retail Values ("ARV"): Fifteen (15) Prizes (five (5) prize awarded per Prize Drawing Entry Period):** \$200 Saks Fifth Avenue Gift Card ("Gift Card"). ARV: \$200 each. Maximum ARV of all prizes: \$4,000. Each Gift Card is for promotional purposes only without money or other value given in exchange. It is non-transferable and not a coupon for discounts or markdowns. Gift Card is redeemable at Saks Fifth Avenue stores, Off 5<sup>th</sup> Stores, saks.com and telephone purchases only. Gift Card cannot be redeemed as payment for purchases of gift cards or as an adjustment to prior

purchases. Gift Card may not be returned, redeemed for cash or used as payment on or credit to Saks Fifth Avenue credit card accounts. No credit or cash given for unused portion. Purchases made with Gift Card are not eligible for Saks gift card promotions or SaksFirst points. Merchandise Credit, LLC issues the Gift Card, which will not be replaced if lost or stolen. Odds of winning depend on total number of eligible entries received per Prize Drawing.

Each potential winner will be selected via a random drawing from all eligible Entries received for each Prize Drawing Entry Period. Each Prize Drawing will be conducted by an independent judging organization within 10 days after the conclusion of each Prize Drawing Entry Period. Judges' decisions are final. Potential winners will be notified via email. Three attempts will be made to contact a potential winner within a fifteen (15) day period. If the potential winner fails to respond within the fifteen (15) day period, or if the email attempt is returned as undeliverable, the potential winner will be disqualified and an alternate winner may be selected. (Entrants are responsible for notifying Sponsor of changes in email addresses.) When the potential winner's mailing address has been obtained, he/she will be notified via Federal Express delivery. In the event that the potential winner received a prize from a previous Prize Drawing Entry Period, he/she will be asked to provide a W 9 form for tax purposes.

If any prize notification is returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the corresponding prize will be forfeited and it may be awarded to an alternate winner in a separate random drawing. Prizes are not redeemable for cash and are non-assignable or transferable. No substitutions are permitted except if a prize is unavailable, in which case a prize of equal or greater value will be awarded. Each winner will be responsible for all taxes, (including but not limited to sales and income taxes) associated with winning his/her prize. Any other incidental expenses on prize not specified herein are each winners' sole responsibility. Each prize will be awarded within 30 days after receipt of required winner documents and verification of eligibility. Entry and acceptance of prize constitutes permission to use each winner's name, prize won, hometown and likeness for purposes of advertising, promotion and publicity in any and all media (including, without limitation, online posting) without additional compensation, notification or permission.

Entrants agree to these Official Rules and the decisions of the judges and the Sponsor, and release the Sponsor, its parent company, subsidiaries, affiliates, retailers, distributors, advertising and promotion and any other individual or company involved in the development or execution of the Sweepstakes, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the Sweepstakes and/or acceptance, use or misuse of prize. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use or redemption of the prize. The Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of prizes. In the event that production, technical, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be 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.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the state of New York, without giving effect to any choice of law of conflict of law rules or provisions that would cause the application of any other state laws. Claims may not be resolved through any form of class action. Venue for all suits will be in federal or state courts located in New York, New York.

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

To obtain a copy of the winner list or a copy of the Contest Rules and Regulations (available after 1/1/17), send your request to: Saks Fifth Avenue, Customer Insights, 225 Liberty Street, 27<sup>th</sup> Floor, New York, NY 10281. Requests must be received no later than 12/31/17 and must enclose a self-addressed stamped envelope.

Information provided by you to participate in this Sweepstakes is subject to Sponsor's privacy policy. Click here for [Saks Privacy Policy](#).

**NOTICE TO ONLINE ENTRANTS:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices or as a result of bulk email or spamming of any sort are void. The Sponsor is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, all entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes any person it believes has intentionally violated these Official Rules; and (ii) withdraw an Entry if it becomes technically corrupted as determined within Sponsor's sole discretion. If the Sweepstakes is not capable of running as planned for any reason which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right, but not the obligation, to select winners from eligible entries received as of the termination date.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.