

## **BIG LOTS! GUEST EXPERIENCE SURVEY SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.** By participating in the Sweepstakes, each Entrant ("Entrant") unconditionally accepts and agrees to comply with and abide by these Official rules and the decisions of Big Lots Stores, Inc. ("Sponsor") and US Sweepstakes & Fulfillment Co. ("Administrator"), which shall be final and binding in all respects.

**SWEEPSTAKES ENTRY PERIOD:** The **Big Lots! Guest Experience Survey Sweepstakes** begins at 12:00:01 AM Central Time ("CT") on Sunday, August 4, 2019 and ends at 11:59:59 PM CT on Saturday, February 1, 2020 (the "Sweepstakes Period").

**ELIGIBILITY:** The Big Lots! Guest Experience Survey Sweepstakes (the "Sweepstakes") is open to legal residents of the 50 United States, including the District of Columbia, age 18 years or older at the time of entry. Void outside the U.S., and wherever else prohibited by law. Employees of Sponsor and its parents, members, affiliates, subsidiaries and agencies, and their immediate family members (spouse, parents, children and siblings, and their respective spouses) and persons living in the household of each are not eligible to participate. All federal, state and local laws and regulations apply. In the event any regulatory authority challenges the Sweepstakes, Sponsor reserves the right to discontinue or modify the Sweepstakes or to disqualify participants in the affected geographic areas.

**ENTRY:** There are two (2) ways to enter.

**Method #1:** Receipt Invite - To enter Entrants must, make a purchase at a participating Big Lots store to receive a specially-marked cash register receipt which will have instructions inviting participants to visit [www.BigLotssurvey.com](http://www.BigLotssurvey.com) or by calling 1-866-219-5606, enter the required information located on the receipt (the "Receipt Information"), answer any required guest satisfaction survey questions and provide their contact information. Entrants must follow online instructions at the designated website for entering Receipt Information. When the Receipt Information has been successfully entered and accepted (Receipt Information must be entered exactly as they appear or they may not be accepted), Entrants will be invited to complete a survey. The answers to the survey will have no effect on an Entrant's ability to enter or win. Upon completion of the survey, the Entrant will be invited to complete the entry form in its entirety and submit to receive one (1) Sweepstakes entry (the "Survey Entry") during which the entry is received. Each Receipt Information may only be entered one (1) time during the Sweepstakes Period and cannot be re-used. All information received becomes the property of the Sponsor and will not be shared with or sold to any third party. Sponsor's computer is the official clock for this Sweepstakes. Proof of entry does not constitute proof of submission. All Receipt Information is subject to verification. Online Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy. There is no limit to the number of Receipt Invite entries an Entrant can receive.

**Method #2: AMOE (Alternate Means of Entry)** - To enter the Sweepstakes without making a purchase at a Big Lots store or without completing the survey, hand print your name, complete address, city, state, zip code, daytime phone number, and birth date on a 3" x 5" card and mail it to: Big Lots! Guest Experience Survey Sweepstakes Entry, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437. Mailed entries must be postmarked by the Entry Period End Date and received by the date indicated in the chart below, to be eligible for that Survey Period drawing. Each mail-in entry must be mailed in a separate outer envelope. No copies, facsimiles or mechanical reproductions will be accepted. Limit one (1) mail-in entry per post-marked envelope. Partially completed and/or mechanically reproduced entries or rubber-stamped entries will be void and ineligible. All entries received become the sole property of Sponsor and will not be returned. Sponsor will not be responsible for illegible, late, lost, mutilated, misdirected, postage due or stolen manual entries. There is no limit to the number of AMOE entries an Entrant can receive.

Limit: One (1) entry per person or per email address per day regardless of methods of entry. All methods of entry have an equal chance of winning.

**SURVEY PERIODS:** There are six (6) Survey Periods as defined in the chart below ("Survey Period"). Entries must be received during the Survey Period to be eligible for that Survey Period drawing. Non-winning Survey Period entries will not be rolled over to subsequent Survey Periods.

Survey Period	Entry Period Start Date: 12:00:01 AM CT on	Entry Period End Date: 11:59:59 PM CT	Mail-In Entry Received By Date: on	Survey Period Drawing Date: on or about
1	08/04/19	08/31/19	09/07/19	09/11/19
2	09/01/19	09/28/19	10/05/19	10/09/19
3	09/29/19	11/02/19	11/09/19	11/13/19
4	11/03/19	11/30/19	12/07/19	12/11/19
5	12/01/19	12/28/19	01/04/20	01/08/20
6	12/29/19	02/01/20	02/08/20	02/12/20

**PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:** One (1) Grand Prize will be available to be won each Survey Period during the Sweepstakes Period. Grand Prize is for one (1) \$1,000.00 Big Lots Gift Card. Limit: One (1) Grand Prize per person/household during the Sweepstakes Period.

Total value of all prizes available to be won: \$6,000.00.

Odds of winning a prize will depend upon the total number of eligible entries received for each Survey Period.

**RANDOM DRAWING:** One (1) Survey Period winner will be selected each Survey Period during the Sweepstakes Period in a random drawing from among all eligible entries received for that Survey Period. The drawing for each Survey Period will be held based on the chart above. The drawings will be performed by Administrator, whose decisions are final and binding in all matters related to this Sweepstakes.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winner will be notified via email

and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately 45 days after the winner is verified.

**PRIZE CONDITIONS:** Prizes may not be redeemed for cash, are non-assignable and are nontransferable. No substitution is permitted except in the Sponsor's sole discretion in which case a prize of equal or greater value will be awarded. No cash in lieu of prize and no exchange or substitution of prize, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Grand Prize winners are responsible for all federal, state, local and income taxes associated with winning prize.

Big Lots Gift Cards are redeemable for merchandise only at Big Lots stores and cannot be redeemed for cash, for purchases of gift cards or as an adjustment to prior purchases. Gift cards will not be replaced if lost or stolen. Big Lots Gift Cards are subject to the complete terms, restrictions, and conditions of the issuing company, including expiration dates.

Winner acknowledges that the Sponsor and all other businesses affiliated with or participating in this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media whatsoever now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL RULES:** Participating entrants agree to these Official Rules and the decisions of the Administrator and the Sponsor, and release and hold the Sponsor, the Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, free and harmless from and against all claims, losses, damages, rights, actions and liability of any kind relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating Entrants waive all rights to claim punitive, incidental and consequential damages. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use/misuse or redemption of the prize. 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 the prize.

If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination to determine a potential winner. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

In the event of a dispute over the identity of an online Entrant, entry will be deemed submitted by the "Authorized Account Holder" of the valid e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email address associated with the entry. 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 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, you (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 Sweepstakes administrator, 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 it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select potential winners from among all eligible entries received prior to withdrawal.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER, VANDALIZE, UNDERMINE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY

PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action. All participating Entrants consent to the personal jurisdiction of the federal and state courts located in Franklin County, Ohio and agree that such courts have exclusive jurisdiction over all such disputes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Ohio without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Ohio. 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, 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.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**PRIVACY:** By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. Personal information collected from online entrants is subject to the Privacy Policies, which can be found at <http://www.biglots.com/privacy-policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, visit [www.BigLotssurvey.com](http://www.BigLotssurvey.com) or send a self-addressed, stamped envelope to be delivered by February 1, 2020, to: Big Lots! Guest Experience Survey Sweepstakes Official Rules Request, PO Box 25466, Rochester, NY 14625-0466

**WINNER LIST:** For the names of winners, send a stamped, self-addressed envelope to: Big Lots! Guest Experience Survey Sweepstakes Winners, P.O. Box 25466, Rochester, NY 14625-0466. Sponsor must receive all requests for the names of winners no later than 30 days after the published end date of the Sweepstakes.

**INDEPENDENT SWEEPSTAKES ADMINISTRATOR:** The US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

**SPONSOR:** Big Lots Stores, Inc., 300 Phillipi Road, Columbus, OH 43228.

**Void outside the US, in Puerto Rico and wherever else prohibited by law.**