

2017 KAY® JEWELERS “GUEST SATISFACTION SURVEY” PROMOTION #3-12
OFFICIAL RULES

NO PURCHASE, TRANSACTION OR SURVEY COMPLETION IS NECESSARY TO ENTER OR WIN. A PURCHASE, COMPLETION OF A TRANSACTION OR SURVEY COMPLETION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THE 2017 KAY® JEWELERS “GUEST SATISFACTION SURVEY” PROMOTION #3-12 (THE “PROMOTION”) STARTS AT 9:00:01 AM EASTERN DAYLIGHT TIME (“EDT”) ON MARCH 27, 2017, AND ENDS AT MIDNIGHT EASTERN STANDARD TIME (“EST”) ON FEBRUARY 3, 2018 FOR INTERNET/TELEPHONE ENTRY AND ON FEBRUARY 5, 2018, FOR POSTMARKING A MAIL-IN ENTRY (WITH ALL METHODS OF ENTRY AS DETAILED BELOW).

THIS PROMOTION CONSISTS OF TEN (10) INDIVIDUAL RANDOM DRAWING SWEEPSTAKES (EACH A “SWEEPSTAKES”), EACH WITH ITS OWN ENTRY PERIOD AND RANDOM DRAWING DATE AS DETAILED WITHIN.

IMPORTANT NOTE: THERE IS A LIMIT OF 1 ENTRY PER PERSON PER DAY FOR A SWEEPSTAKES REGARDLESS OF THE METHOD(S) OF ENTRY.

The sponsor of this Promotion is Sterling Jewelers Inc., 375 Ghent Road, Akron, OH 44333 (the “Sponsor”). Promotion shall be subject to these Official Rules, and by entering, all participants agree to be bound by terms and conditions herein. Certain restrictions may apply.

ELIGIBILITY: The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older as of date of entry. Employees, officers, and directors of Sponsor, West Coast Marketing, a division of The Susquehanna Hat Company (“Administrator”) and each of their respective parent companies, affiliates, subsidiaries, retailers, advertising and promotion agencies and judging organizations (collectively with Sponsor and Administrator, the “Promotion Parties”), as well as their immediate family members (spouses, parents, children, siblings, and their spouses) and/or persons living under the same household are not eligible to enter. This Sweepstakes shall be construed and evaluated solely according to United States law and subject to all federal, state and local laws and regulations. Void where prohibited. By entering, you acknowledge compliance with these Official Rules, including eligibility requirements.

PRIZES: A total of one (1) prize will be awarded in each Sweepstakes detailed below. The prize in each Sweepstakes consists of a \$1,000 Kay® Jewelers gift card good only for redemption at participating Kay® Jewelers and Kay® Outlet retail locations, and at the Kay® Jewelers web sites at www.kay.com and www.kayoutlet.com and subject to redemption conditions and restrictions available at participating Kay® Jewelers retail locations and at www.kay.com and www.kayoutlet.com. The total approximate retail value (“ARV”) of all prizes to be awarded in each Sweepstakes is \$1,000. Prizes are non-transferable. No substitution or cash redemption allowed. In case of unavailability of prize, Sponsor reserves the right to substitute a prize of equal or greater value. The odds of winning a prize in a specific Sweepstakes depend on the total number of eligible entries received for the specific Sweepstakes and are equal regardless of method of entry. Limit one (1) prize per person during the Promotion.

HOW TO ENTER BY TOLL-FREE TELEPHONE AND INTERNET: Beginning at 9:00:01 am (EDT) on March 27, 2017, a promotional ID code number ("Code") will be imprinted on randomly selected store receipts received when conducting a transaction (including but not limited to item purchase, item return, credit payment, repair/service) at a participating Kay® Jewelers retail location. Then, within seven (7) calendar days of the date you conduct the transaction (date of transaction is printed on the receipt) and receive a receipt with a Code, you may enter (subject to the Internet/Telephone Entry Deadlines detailed below) either by calling the toll-free telephone number 1-866-264-2021 or by logging on to the web site at <http://survey.kay.com> ("Web Site") and entering the Code on your receipt as well as providing your name, address, telephone number, age and the answers to the survey questions asked. Only one (1) entry per Code will be accepted. Duplicate Electronic Entries with the same Code will be automatically eliminated. Subject to the limitation of one (1) entry per person per day regardless of method(s) of entry, you may enter more than once in a Sweepstakes via this method of entry if you have multiple Codes.

IF YOU ENTER BY TELEPHONE OR INTERNET, YOU MUST ENTER WITHIN SEVEN (7) CALENDAR DAYS OF THE DATE YOU COMPLETE THE TRANSACTION (BUT IN NO EVENT LATER THAN THE INTERNET/TELEPHONE ENTRY DEADLINES DETAILED BELOW). BY DOING SO, AND SUBJECT TO THE LIMITATION ON ENTRY DETAILED ABOVE YOU WILL BE ELIGIBLE FOR A SPECIFIC SWEEPSTAKES BASED ON THE ENTRY DEADLINES DETAILED WITHIN.

HOW TO ENTER BY MAIL: No purchase, transaction or survey completion is necessary to enter or win a Sweepstakes. On a postcard, hand print your name, address, telephone number, age, email address (if applicable) and the specific Sweepstakes # you are entering and mail to 2017 KAY® JEWELERS "GUEST SATISFACTION SURVEY" PROMOTION #3-12, 22287 Mulholland Hwy. #396, Calabasas, CA 91302 ("Mail-in Entry"). Subject to the limitation of one (1) entry per person per day regardless of method(s) of entry, you may enter multiple times via this method of entry, but each mail-in entry must be mailed separately. No photocopies, facsimiles or other mechanical or electronic reproductions will be accepted. You can enter by mail even if you have already entered by the entry toll-free telephone number or entry web site, subject to the limitation of one (1) entry per day.

SUBJECT TO THE LIMITATION ON ENTRIES STATED ABOVE, ALL MAIL-IN ENTRIES MUST BE RECEIVED BY THE ENTRY PERIOD DEADLINES DETAILED WITHIN TO BE ELIGIBLE FOR A SPECIFIC SWEEPSTAKES.

ENTRIES THAT ARE NOT SELECTED AS A WINNER IN A SPECIFIC SWEEPSTAKES WILL NOT REMAIN ELIGIBLE FOR SUBSEQUENT SWEEPSTAKES.

The Promotion Parties, telephone access provider(s), Internet server(s) and access provider(s), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omissions, interruption, deletion, or defect of any telephone networks, computer online systems, computer equipment, servers, providers, or software, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Promotion; inability to access any telephone number or web site, theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on telephone lines or the Internet or on any web site; printing or other errors; and any mail-in entries that are late, lost,

incomplete, misdirected, stolen, mutilated or illegible, postage due or any combination thereof. Releasees are not responsible for any typographical error in the printing of these Official Rules, administration of the Promotion or in the announcement of the prizes. Proof of mailing entry or entering entry information at toll-free telephone number or web site is not considered proof of delivery or receipt. Illegible and incomplete entries will be disqualified. All entries become property of Sponsor and will not be acknowledged or returned. False and/or deceptive entries or acts shall render entrants ineligible. By registering to enter a Sweepstakes, entrant affirms that he or she has read and accepted these Official Rules. Any information collected by registering to enter a Sweepstakes shall be used only in a manner consistent with these Official Rules and with the Kay® Jewelers Privacy Policy, which can be found at <http://www.kay.com/ContentView?catalogId=10001&langId=-1&storeId=10101&cmsId=privacy-policy>.

WINNER SELECTION: As stated within, there are ten (10) individual Sweepstakes. One (1) winner will be selected in each Sweepstakes. Sweepstakes random drawings will be conducted on or about the dates set forth in the following table depicting the entry period and random drawing schedule:

SPECIFIC ENTRY PERIODS AND SWEEPSTAKES RANDOM DRAWING SCHEDULE

SWEEPSTAKES	DRAWING DATE	ENTRY PERIOD SCHEDULE			
		Internet/Telephone Entry Start Time	Internet/Telephone Entry Deadlines	Mail-In Entry Deadline	
				Postmark By	Receive By
Sweepstakes #3	on or about May 15, 2017	9:00:01 am (EDT) on March 27, 2017	12:00:00 midnight (EDT) on April 29, 2017	May 1, 2017	May 8, 2017
Sweepstakes #4	on or about June 12, 2017	12:00:01 am (EDT) on April 30, 2017	12:00:00 midnight (EDT) on May 27, 2017	May 30, 2017	June 5, 2017
Sweepstakes #5	on or about July 10, 2017	12:00:01 am (EDT) on May 28, 2017	12:00:00 midnight (EDT) on June 24, 2017	June 26, 2017	July 3, 2017
Sweepstakes #6	on or about August 14, 2017	12:00:01 am (EDT) on June 25, 2017	12:00:00 midnight (EDT) on July 29, 2017	July 31, 2017	August 7, 2017
Sweepstakes #7	on or about September 11, 2017	12:00:01 am (EDT) on July 30, 2017	12:00:00 midnight (EDT) on August 26, 2017	August 28, 2017	September 5, 2017
Sweepstakes #8	on or about October 9, 2017	12:00:01 am (EDT) on August 27, 2017	12:00:00 midnight (EDT) on September 23, 2017	September 25, 2017	October 2, 2017
Sweepstakes #9	on or about November 13, 2017	12:00:01 am (EDT) on September 24, 2017	12:00:00 midnight (EDT) on October 28, 2017	October 30, 2017	November 6, 2017
Sweepstakes #10	on or about December 11, 2017	12:00:01 am (EDT) on October 29, 2017	12:00:00 midnight (EST) on November 25, 2017	November 27, 2017	December 4, 2017
Sweepstakes #11	on or about January 15, 2018	12:00:01 am (EST) on November 26, 2017	12:00:00 midnight (EST) on December 30, 2017	January 2, 2018	January 8, 2018
Sweepstakes #12	on or about February 19, 2018	12:00:01 am (EST) on December 31, 2017	12:00:00 midnight (EST) on February 3, 2018	February 5, 2018	February 12, 2018

IMPORTANT: AS STATED WITHIN, ENTRIES THAT ARE NOT SELECTED AS A WINNER IN A SPECIFIC SWEEPSTAKES IN THIS PROMOTION SHALL NOT REMAIN ELIGIBLE FOR ANY SUBSEQUENT SWEEPSTAKES.

One (1) winner will be selected in each Sweepstakes from among eligible entries received for the specific Sweepstakes. All Sweepstakes random drawings will be conducted by Administrator, an independent judging organization, whose decisions are final in all matters relating to this Promotion. Sweepstakes winners will be notified by overnight delivery service. Each Sweepstakes winner will be required to execute and return an Affidavit of Eligibility/Release of Liability and (except where prohibited) a Publicity Release. All required forms must be postmarked within 14 days of receipt. Failure to return required forms in this time period will result in such winner being disqualified and a subsequent drawing held to pick an alternate. Any prize notification or prize returned to Sponsor, Administrator or their fulfillment company as undeliverable for any reason will be forfeited, and Sponsor shall have the option to award the prize to an alternate. All Federal, state and local taxes are sole responsibility of winner. Acceptance of prize constitutes permission (except where prohibited) to use winner's name, likeness and statements for publicity without additional compensation or limitation.

GENERAL: By entering in a Sweepstakes, entrants agree that Releasees shall not be liable for personal injuries, death, damages, expenses, costs or losses of any kind resulting from participation or inability to participate in a Sweepstakes, or acceptance of, use or inability to use a prize or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Each Sweepstakes winner releases the Releasees from any and all liability and responsibility with respect to the prize (including any property loss, damage, personal injury or death). Winners acknowledge that the aforementioned individuals and entities have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the prize.

If for any reason a Sweepstakes is not capable of running as planned, or if a Sweepstakes or any telephone number or web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of a Sweepstakes and processing of entries per these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Promotion or any portion thereof. In the event this Promotion is cancelled, Sponsor reserves the right to conduct a random drawing to award a remaining prize from among all eligible, non-suspect entries received for the specific Sweepstakes prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification or suspension occurs, notification will be posted at <http://survey.kay.com>. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Where a dispute arises about who submitted an entry based on a code received on a transaction completed with a check or credit card, the entry will be deemed

submitted by the individual named as the owner on the checking or credit card account. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the checking or credit card associated with the winning entry and that all eligibility requirements are met. Where a dispute arises about who submitted an entry based on a code received on a transaction made with cash, the entry will be deemed submitted by the holder of the receipt. You must pay normal Internet access and usage charges imposed by your on-line service if entering via the Entry Web Site, and you must pay normal telephone access and usage charges imposed by your carrier if entering via the Entry Toll-free Telephone Number.

By entering a Sweepstakes, entrants agree that 1) Any and all disputes, claims, and or action arising out of or connected with the Sweepstakes or the prize shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and shall not include any punitive, consequential or other damages, including costs associated with entering the Sweepstakes but in no event include attorneys' fees; 3) The value of the prizes as set forth above represents Sponsor's determinations of the ARVs in its sole and absolute discretion thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash; and 4) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 dispute resolution shall be made by the Sponsor in its sole discretion. These Official Rules shall be governed by, and construed in accordance with the laws of the state of Ohio in the U.S. without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of New York in the U.S. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the state of Ohio in the U.S. and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules.

LIMITATIONS ON LIABILITY: Releasees shall not be liable to winner or any other person for failure to supply a prize or any part thereof, 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 the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, 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 Releasees' sole control.

NO WAIVER: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

WINNERS LIST/OFFICIAL RULES: For a Winners List (available after March 15, 2018), or a copy of these Official Rules, send a self-addressed, stamped envelope to: 2017 KAY® JEWELERS "GUEST SATISFACTION SURVEY" PROMOTION #3-12 (please specify Winners List or Official Rules), PO Box 56436, Sherman Oaks, CA 91413. Residents of Vermont may omit the return postage on their request. Official Rules are

also available at participating Kay® Jewelers retail locations and at <http://survey.kay.com> during this Promotion.

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