

40th Anniversary Celebration Official Rules

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

1. Eligibility: The 40th Anniversary Celebration (the "Sweepstakes") is open only to legal residents of Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Massachusetts, North Carolina, Maryland, Michigan, Minnesota, Missouri, New Jersey, Nevada, New York, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington and Wisconsin who are at least eighteen (18) years old at the time of entry. Employees of Sears Roebuck and Co., ePrize, LLC, and their parent and affiliate companies 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. Void where prohibited. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator'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: Sears Roebuck and Co., 3333 Beverly Road, Hoffman Estates, IL 60179. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on October 16, 2008 at 12:00 a.m. Eastern Time ("ET") and ends on October 29, 2008 at 11:59 p.m. ET (the "Promotion Period").

4. How to Enter: During the Promotion Period, there are two (2) ways to enter the Sweepstakes:

- a. Enter by Visiting a Participating Sears Outlet Store:** During the Promotion Period and regular store hours, visit a participating Sears Outlet Store (visit <http://www.sears.com/outlet> for a list of Sears Outlet Stores and their locations) and locate the Sweepstakes display near the front of the participating store (the "Display"). The Display will contain a pad of tear-off sheets (each a "Sheet"), while supplies last. Tear off a Sheet and fill out the requested fields, including a valid email address and your home mailing address. P.O. Boxes not permitted. Submit your completed Sheet in the designated box to receive one (1) entry into the Sweepstakes.
- b. Enter without Visiting a Participating Sears Outlet Store:** During the Promotion Period, mail a 3"x5" piece of paper with your name, address, email address and day/evening phone number and place it in an envelope with proper postage to: "40th Anniversary Celebration," c/o ePrize, LLC, PO Box 3580, Grand Rapids, MI 49501-3580. Limit: 1 entry per stamped envelope. All entries must be postmarked by October 29, 2008 and received by November 5, 2008. All mail-in entries must be hand-printed and legible.

For Both Methods of Entry: Limit: 1 entry per person per day during the Promotion Period, regardless of method of entry used. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. 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. The potential winner may be required to show proof of being the authorized account holder.

5. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential winners from all eligible entries received during the Promotion Period, on or around November 17, 2008. Potential winners will be notified by mail, email or phone. Each potential Grand, First, Second, Third and Fourth Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Administrator, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim his/her prize. If a potential winner cannot be contacted, or fails to sign and return the Affidavit within the required time period (if applicable), he/she forfeits prize. Each potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Administrator will award the applicable prize to an alternate potential winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the applicable prize will remain un-awarded. Prizes will be fulfilled approximately eight (8) to ten (10) weeks after the conclusion of the Sweepstakes.

6. Prizes: There will be forty (40) prizes as set forth in the chart below:

Prize	Prize Description	Quantity (one (1) prize per winner)	Approximate Retail Value ("ARV") per prize
Grand Prize	A \$4000 Shopping Spree to be awarded in the form of a Sears Outlet In-Store Certificate.	1	4000.00 USD
First Prize	A Craftsman Lawn Tractor.	1	1499.99 USD
Second Prize	A Refrigerator.	2	1299.99 USD
Third Prize	A Fisher & Paykel Washer and Dryer combo.	2	1029.98 USD
Fourth Prize	A Fisher & Paykel Double Dish Drawer.	1	999.99 USD
Fifth Prize	A Reconditioned Treadmill.	3	499.99 USD
Sixth Prize	A Range.	2	499.99 USD
Seventh Prize	A \$400 Shopping Spree to be awarded in the form of a Sears Outlet In-Store Certificate.	4	400.00 USD
Eighth Prize	An Over-The-Range Microwave.	3	249.99 USD
Ninth Prize	A Gas Grill.	3	169.99 USD
Tenth Prize	A Craftsman Tool Chest.	2	169.99 USD
Eleventh Prize	A \$40 Gift Card.	16	40.00 USD

For Lawn Tractor: If winner is a resident of California, Sponsor will substitute the lawn tractor with a \$1,500 Sears Outlet credit. Otherwise, Sponsor will determine all features of lawn tractor including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by Sponsor and paid for by winner. Winner must take delivery of prize from an authorized Sears Outlet Store or Sears store designated by Sponsor.

For Gift Cards and In-Store Credits: Terms and conditions of gift cards or in-store credits apply.

For All Appliances, Grills, Fitness Equipment and Tools: Each prize will be selected from the inventory of a Sears Outlet store of Sponsor's choice, and will be awarded as-is. Brand, make, model and features of each will be determined by Sponsor in its sole discretion. Winner must pick up prize from a Sears Outlet store determined by Sponsor in its sole discretion. The winner must personally retrieve the prize within thirty (30) days of written notification of delivery. Prizes will be awarded solely with the express-written limited warranties set forth in each prize's applicable owner's guide, which warranties shall run for the term set forth in said guide.

For All Prizes: Limit: One (1) prize per person per household. Each 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 a prize for one of equal or greater value if the prize should become unavailable for any reason. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Total ARV of all prizes: \$17,499.79.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. **Each prize winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize or award offered in this Sweepstakes, except as set forth in Section 6, above.**

8. 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.

9. 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. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules 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.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or 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 phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or

the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, 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 among all legitimate, un-awarded, eligible prize claims.

11. 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 Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (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 Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to ePrize, LLC's Privacy Policy (<http://www.eprize.com/privacy/privacypolicy.html>) and Sponsor's Privacy Policy (http://www.sears.com/shc/s/nb_10153_12605_NB_CSprivacy?adCell=AF).

13. Winner List: For the winner list, send an email with subject line: "40th Anniversary Celebration, Winner List Request," to WinListRequests@eprizefulfillment.com. Winner List Requests will only be accepted after the promotion end date listed above and no later than March 10, 2009.

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