

**National Retail Federation's NRF PROTECT 2017 Drawing for VIP Photo with Peyton Manning
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHERE PROHIBITED OR RESTRICTED BY LAW. Subject to all applicable federal, state, and local laws, regulations, and ordinances. Drawing begins on February 1, 2017 at 12:00:01 a.m. Eastern Time (“ET”) and ends on April 7, 2017 at 11:59:59 p.m. ET (the “Drawing Period”). Sponsor’s computer is the official time keeping device for this Drawing.

1. **Sponsor:** National Retail Federation, 1101 New York Avenue, N.W., Suite 1200, Washington, D.C. 20005 (“Sponsor”).

2. **Eligibility:** The National Retail Federation’s NRF PROTECT 2017 (the “Conference”) Drawing for VIP Photo with Peyton Manning (the “Drawing”) is open and offered only to individuals who are at least eighteen (18) years of age (nineteen (19) years of age in Alabama and Nebraska, twenty-one (21) years of age in Mississippi) or older in their jurisdiction of legal residence at entry. Employees, officers, and directors of Sponsor, or any of its parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, promotion, and public relations agencies, and website providers, and entities directly involved in the development, implementation, or handling of the Drawing (collectively, and together with Sponsor, the “Drawing Entities”), as well as their immediate families (including spouses, parents, siblings, and children, regardless of where they live) and those living in the same household are not eligible to participate or win. Only individuals meeting all eligibility requirements set forth in these Official Rules (individually, a “Participant,” together “Participants”) may participate in the Drawing and win a prize. All federal, state, and local laws and regulations apply. Participation constitutes Participant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Drawing. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **How to Enter:** During the Drawing Period, between February 1, 2017 and April 7, 2017, register for the full Conference in the “Retailer” rate class by going to <http://nrfprotect.nrf.com/> and providing all requested information. Upon completion and submission of the registration form, you automatically will be entered with one (1) entry into the Drawing. You may also enter by hand-printing your home address, name, email address, and employer on a 3x5 card and sending it in a hand-addressed envelope with first-class postage prepaid to: The National Retail Federation, NRF PROTECT 2017 Drawing for VIP Photo with Peyton Manning, 1101 New York Avenue, N.W., Suite 1200, Washington, D.C., 20005. P.O. Boxes are not permitted. You must provide all required information to be eligible to enter and win. Mail-in entries must be postmarked by no later than April 7, 2017 and received no later than April 20, 2017. By entering, you agree that Sponsor may contact you via email or social media, including on Facebook, Instagram or Twitter by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media page. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. **Limit:** LIMIT ONE (1) ENTRY PER PERSON, REGARDLESS OF METHOD OF ENTRY. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by Participant. No copies, facsimiles, or mechanical reproductions of the Entry Form will be accepted. Any attempt by any Participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that Participant’s plays and/or entries, and that Participant may be disqualified at Sponsor’s discretion. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration or play, 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. Potential winners may be required to show proof of being the

authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

4. **Selection of Winners:** Sponsor will select the name of potential winners of the prizes in a random drawing from among all entries received on or about April 21, 2017. The odds of winning are based on the number of eligible entries received. The potential winners will be notified by email or telephone on or about April 28, 2017 and must reply to Sponsor's notice with any and all required information within seven (7) days. Except where legally prohibited, Sponsor may also require each potential prize winner to sign and return, within seven (7) days of being notified, a Declaration/Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. If a potential winner cannot be contacted in person via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Declaration/Affidavit of Eligibility, Liability & Publicity Release within the required time period (if applicable), or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held, after which any remaining prizes will remain un-awarded. By failing to show up to the VIP Photo (as defined below) at the time specified by Sponsor, the potential winner forfeits his or her prize; at such time, Sponsor reserves the right not to award any alternate prize in its sole and absolute discretion.

All potential winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Drawing. A Participant is not a winner of any prize unless and until Participant's eligibility has been verified and Participant has been notified that verification is complete.

5. **Prize and Restrictions:** Eight (8) prizes (individually, a "Prize," together, the "Prizes") will be awarded. Each prize consists of one (1) ticket to attend a VIP Photo with Peyton Manning on June 28, 2017 at 12:30 pm ET at Gaylord National Resort and Convention Center in Oxon Hill, MD (the "VIP Photo"). Limit one (1) Prize per person per household. Approximate Retail Value of each Prize is unique to NRF's event and not readily determinable. Any and all applicable federal, state and local taxes and all fees, costs, and expenses related to acceptance and use of a Prize not specifically stated herein are the responsibility of the Drawing winner(s); **winner(s) is/are responsible for the payment of all fees and costs related to Conference attendance, as applicable, including but not limited to registration fees, lodging, travel (airfare and/or ground transportation), automobile insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses.** By entering the Drawing, **Participants signify that they understand and agree that registration is required to attend the Conference, winning a Prize does not constitute access to the Conference, and that the Prize provides access to the VIP Photo only.** Sponsor reserves the right, at its sole discretion, to disqualify and remove the winner at any time without compensation if the Prize winner at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor, or otherwise violates the policies of the Sponsor, and in such a case, Prize winner will still be solely responsible for all taxes and other expenses related to the Prize. The Drawing Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever by winner or any third parties with respect to the Prize. While the Sponsor will make every effort to provide the VIP Photo with Peyton Manning, due to potential changes in his schedule, illness and/or other factors not within Sponsor's control, Peyton Manning's attendance at the scheduled event is SUBJECT TO AVAILABILITY. In the event that Peyton Manning is unable to attend, no additional compensation will be provided and the VIP Photo will not be rescheduled, except at Sponsor's sole discretion. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen Prizes or components of a Prize(s). Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Drawing. If, by reason of a print, technical or other error, more

prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of Prizes available. VIP Photo may be subject to additional rules and restrictions to be disclosed prior to the actual occurrence of meeting, at the discretion of the Drawing Entities, and Peyton Manning, his representatives and agents.

6. **General Conditions:** This Drawing is governed by the laws of the United States. Participation constitutes Participant's full and unconditional agreement to these Official Rules and to Sponsor's decision, which is final and binding in all matters related to the Drawing. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Receipt of any prize is conditioned upon compliance with any and all applicable federal, state and local laws, rules, and regulations. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Noncompliance with any of these Official Rules may result in disqualification. Sponsor reserves the right in its sole discretion to disqualify any individual that Sponsor finds to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED. Any Participant not in compliance with these Official Rules may be disqualified from the Drawing at Sponsor's sole and absolute discretion. If, for any reason, the Drawing is not capable of running as planned, including, without limitation, unauthorized intervention, fraud, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Drawing, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Drawing. Should the Drawing be terminated prior to the expiration of the Drawing Period, the Drawing prizes may be awarded to eligible Participants to be randomly selected by Sponsor who entered up until and/or after (if applicable) the time of modification, cancellation, or termination or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Participants agree to indemnify and hold harmless the Drawing Entities from any and all liability resulting or arising from the Drawing, to release all rights to bring any claim, action or proceeding against the Drawing Entities.

7. **Limitations of Liability:** By participating in this Drawing, each Participant agrees that the Drawing Entities and their respective employees, officers, directors, agents, contractors, members, and representatives (the "Released Parties") are not responsible for: (i) any incorrect or inaccurate information, whether caused by Participants, printing errors, or by any of the equipment or programming associated with or utilized in the Drawing; (ii) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in network hardware or software; (iii) unauthorized human intervention in any part of the participation process or the Drawing; (iv) technical or human error which may occur in the administration of the Drawing; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Drawing or receipt or use or misuse of any Drawing prize. No more than the stated number of Drawing prizes will be awarded.

BY PARTICIPATING IN THIS DRAWING, PARTICIPANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE OR PARTICIPATION IN THIS DRAWING OR IN ANY DRAWING RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS DRAWING, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS DRAWING OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS DRAWING, INCLUDING ALL PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. **Publicity:** EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE DRAWING CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS, AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND DRAWING PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON SOCIAL MEDIA, TELEVISION, INTERNET, OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

9. **Governing Law:** THE WASHINGTON, D.C. COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE DISTRICT OF COLUMBIA (AS DISTINGUISHED FROM THE CHOICE OF LAW RULES) SHALL GOVERN THE DRAWING. EACH PARTICIPANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Except where prohibited, as a condition of participating in this Drawing, each Participant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Drawing, the Drawing prizes awarded, or the determination of a prize winner shall be resolved individually, without resort to any form of class action. Participant further agrees that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Drawing, but in no event shall the Released Parties be liable for attorneys' fees and in no event more than USD\$100.00. Participant waives the right to claim any damages

whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages, and Participant further waives all rights to have damages multiplied or increased.

10. **Privacy and Use of Information:** By entering the Drawing, each Participant agrees that any personally identifiable information collected or used in connection with the Drawing is subject to and may be used by Sponsor in accordance with its Privacy Policy, as posted on www.nrf.com.

11. **Request for Names of Winners and Official Rules:** For the Official Rules visit <http://nrfprotect.nrf.com/> and for names of the winners send a self-addressed stamped envelope by July 1, 2017 to: National Retail Federation, 1101 New York Avenue, N.W., Suite 1200, Washington, D.C. 20005, Attention: **“NRF PROTECT 2017 VIP Photo with Peyton Manning Drawing”**. Please note on the front left-hand corner of your outer envelope whether you are requesting “Official Rules” or the names of the “Winner.” Vermont residents may exclude return postage on requests for Official Rules.

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