

Father's Day SMS Gift Card Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Message and data rates may apply. Text **STOP** to 23551 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** to 23551 for information. If you enter via text-messaging, you will receive two (2) text messages in response to your entry. You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: Father's Day SMS Gift Card Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Belk, Inc., Belk Ecommerce LLC, Augme Technologies, Inc. and ePrize, Inc., and their parent and affiliate companies, suppliers 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 and is void where prohibited. Participation 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: Belk Ecommerce LLC, 2801 W. Tyvola Road, Charlotte, NC 28217.
Administrator: ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on June 2, 2013 at 12:00 a.m. Eastern Time ("ET") and ends on June 16, 2013 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.

4. How to Enter:

a. Text Message: During the Promotion Period, using a two-way text-messaging capable device ("Device"), text DAD to 23551. The Sponsor will respond with a multiple choice question. Text a response to the multiple choice question, and upon receipt of your text message, you will receive one (1) Sweepstakes entry. **Message and data rates may apply.** Text **STOP** to 23551 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. If you enter via text-messaging, you will receive two (2) text messages in response to your entry. Participating carriers include: AT&T, Boost Mobile, Cricket Wireless, Nextel, Sprint, T-Mobile®, Verizon Wireless, Tier 2/3 Carrier Group and Associated Carrier Group. To view the Sponsor's Mobile Privacy Policy, [http://www.belk.com/AST/Misc/Belk Stores/Customer Service/policies guidelines/privacy.jsp](http://www.belk.com/AST/Misc/Belk%20Stores/Customer%20Service/policies_guidelines/privacy.jsp).

b. Mail-in Alternate Method: During the Promotion Period, to enter without using a two-way text-messaging capable device, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Belk Ecommerce SMS Sweepstakes, 2801 W. Tyvola Road, Charlotte, NC 28217." Upon receipt of your mail-in entry, you will receive one (1) Sweepstakes entry. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by June 17, 2013 and received by June 22, 2013. 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.

Limit: Each entrant may enter one (1) time per day by any method or combination of methods of entry during the Promotion Period. Multiple entrants are not permitted to share the same email address or Device. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Devices, identities, registrations and logins, 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. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address or the text-messaging capable device used to register will be deemed to be the entrant. The "authorized account holder" of an email address, 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. Otherwise, the "authorized account holder" of a Device is the natural person in whose name the Device has been issued and the services are billed. Potential winners may be required to show proof of being the authorized account holder.

5. Winner Determination and Verification: Sponsor is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules. Sponsor will randomly select the potential Sweepstakes winners, from all eligible entries received on or around June 28, 2013; entrants who opt out via text message will not be included in the drawing. The potential winners will be notified by email, text message or, phone after the date of random drawing. Any potential winner who entered via text-messaging will be notified by text message at the number of the Device used to enter the Sweepstakes. If a potential winner cannot be contacted, fails to provide the requested information within the required timeframe, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Prizes will be fulfilled 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes: TEN (10) GRAND PRIZES: A \$500 Belk gift card. Approximate Retail Value ("ARV"): \$500. FIFTEEN (15) FIRST PRIZES: A \$200 Belk gift card. ARV: \$200. TWENTY (20) SECOND PRIZES: A \$75 Belk gift card. ARV: \$75.

For all Prizes: Terms and conditions of gift card apply. Prizes are 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 designated prize should become unavailable for any reason. Winners are 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. Limit: One (1) prize per person. TOTAL ARV OF ALL PRIZES: \$9,500.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Belk, Inc., Augme Technologies, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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 Promotion or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each 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, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, 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. 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 the Official Rules of this 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 cellular networks, 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; or (5) 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, if it is possible. 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, unawarded, 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 the Sponsor's Privacy Policy [http://www.belk.com/AST/Misc/Belk Stores/Customer Service/policies_guidelines/privacy.jsp](http://www.belk.com/AST/Misc/Belk_Stores/Customer_Service/policies_guidelines/privacy.jsp) and Administrator's privacy policy <http://www.eprize.com/privacy-policy>.

13. Winner List: For a winner list, visit <http://bit.ly/13tokwj>. The winner list will be posted after winner confirmation is complete.

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Father's Day SMS Gift Card Sweepstakes Abbreviated Rules

ABBREVIATED RULES for TV and Radio

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 18 AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 6/16/13. For Rules, complete details, customer service, and to enter without using your cell phone, visit <http://bit.ly/13V3WU1>. **Message and data rates may apply.** Text **STOP** to 23551 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. If you enter via text-messaging, you will receive 2 text messages in response to your entry. To view the Sponsor's Mobile Privacy Policy, <http://www.belk.com/privacy>. Sponsor: Belk, Inc.

ABBREVIATED RULES for Print

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 18 YEARS AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 6/16/13. For Official Rules, prize descriptions, odds disclosure, and to enter without using your cell phone, visit <http://bit.ly/13V3WU1>. **Message and data rates may apply.** Text **STOP** to 23551 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. If you enter via text-messaging, you will receive 2 text messages in response to your entry. To view the Sponsor's Mobile Privacy Policy, <http://www.belk.com/privacy>. Sponsor: Belk, Inc., 2801 W. Tyvola Road, Charlotte, NC 28217.

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends 6/16/13. To enter and for Official Rules, visit <http://bit.ly/13V3WU1>. **Message and data rates may apply.** Text **STOP** to 23551 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. If you enter via text-messaging, you will receive 2 text messages in response to your entry. To view the Sponsor's Mobile Privacy Policy, <http://www.belk.com/privacy>.

Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.) 18 years or older. Ends 6/16/13. To enter and for Official Rules, including odds, and prize descriptions visit <http://bit.ly/13V3WU1>. Void where prohibited. **Message and data rates may apply.** Text **STOP** to 23551 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. If you enter via text-messaging, you will receive 2 text messages in response to your entry. To view the Sponsor's Mobile Privacy Policy, <http://www.belk.com/privacy>.