

Win Big. Go Paperless. Sweepstakes Official Rules

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

1. Eligibility: Win Big. Go Paperless. Sweepstakes (the "Sweepstakes") is open only to US Persons, including Resident Aliens, of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old and have one (1) or more of the Retail Services Card accounts listed below issued by Citibank, N.A. on or before October 1, 2013 (each a "Retail Services Card"). Retail Service Card must be in good standing at time of entry and prize fulfillment.

American Airlines® Credit Card	ExxonMobil Smart Card	Your HealthCredit Card	Sunoco® Card
My Best Buy™ MasterCard®	ExxonMobil Personal Card	Kelly Tires Credit Card	Shell MasterCard® from Citi Cards®
BrandSource Card	ExxonMobil Preferred Card	Lincoln Service Card	Sunoco® MasterCard®
My Best Buy™ Credit Card	The Home Depot Consumer Credit Card	Service Central Credit Card	Staples Card
CITGO Credit Card	Ford Service Card	Magnolia® Credit Card	Tractor Supply Company Personal Credit Card
Citi Health Card	Gordon's Card	Pacific Sales™ Credit Card	Zales Card
The Place Card	Goodyear Credit Account	Piercing Pagoda Credit Card	The Great Indoors Gold MasterCard
Drive Card	Electronics & Appliances Card	Quick Lane Card	Sears card
Office Depot Personal Credit Card Account	Home Furnishings Card	RadioShack AnswersPlus Card Account	Sears MasterCard
Dunlop Tire Credit Card	Sears Home Improvement	Shell Card	SearsCharge PLUS
Best Buy® Credit Card			

Employees of Citicorp Credit Services, Inc. (USA) ("Sponsor"), Citibank, N.A., Spiral Design Studio, LLC, EXACTTARGET, INC., Razorfish LLC, ePrize, Inc., 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 and is void in Puerto Rico, Guam and the U.S. Virgin Islands and 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: Citicorp Credit Services, Inc. (USA), 50 Northwest Point Blvd., Elk Grove Village, IL 60007. **Administrator:** ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on October 20, 2013 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2013 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are two (2) ways to enter during the Promotion Period.

a. Enter by enrolling in Paperless Statements and/or Paperless Letter: During the Promotion Period, log into your applicable online Retail Services Card account. If

you don't already have access to your Retail Services Card account online, you may register and create an account. Creating this online account is free, but is subject to listed terms and conditions. Follow the links and instructions to register and enroll your Retail Services Card in Paperless Statements and/or Paperless Letters. You automatically will receive one (1) entry into the Sweepstakes for enrolling in Paperless Statements and you will receive one (1) entry into the Sweepstakes for enrolling in Paperless Letters. Limit: Each member may receive up to two (2) entries into the Sweepstakes for each applicable Retail Services Card for which he/she holds during the Promotion Period.

- b. Enter if you are currently enrolled in Paperless Statements and/or Paperless Letters:** To enter if you are already enrolled in Paperless Statements and/or Paperless Letters, 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 "Win Big. Go Paperless. Sweepstakes," c/o ePrize, Inc., PO Box 5046, Department #801845, Kalamazoo, MI 49003-5046. You will receive one (1) entry into the Sweepstakes. Limit: You may mail in up to two (2) envelopes for each of your Retail Services Card Accounts. All mail-in entries must be handwritten and must be postmarked by December 31, 2013 and received by January 7, 2014. 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 receive up to two (2) entries per Retail Services Card account held during the Promotion Period. For each Retail Services Card account, only the primary Retail Services Card holder of the Retail Services Card account will receive the entry regardless of who actually enrolled in the Paperless Statements and/or Paperless Letters service. In the event the Retail Services Card account is a joint account, the individual who enrolled in the applicable paperless service will receive the entry into the Sweepstakes.

Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, 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. 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 entrant. 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. Each 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 winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around January 31, 2014. The potential winners will be notified by email or phone. Except where prohibited, each potential winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") and a IRS form W-9, which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any

prize cannot be contacted, or fails to sign and return the requested documentation within the required time period, the potential winner forfeits the prize. In the event that a potential winner of any prize is disqualified for any reason, Administrator will award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes:

ONE (1) GRAND PRIZE: A \$25,000 check.

FIVE (5) FIRST PRIZES: A \$5,000 check.

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. Federal, state and local taxes, if any, are the sole responsibility of each winner. Winners will receive a Form 1099-MISC, and the value of the prize will be reported to the IRS as income in the year received, if the value of the prize plus other taxable miscellaneous income awards received from Citicorp Credit Services, Inc. (USA), is in the aggregate \$600 or greater for a calendar year, as required by law. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Total value of all prizes: \$50,000.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Citibank, N.A. Spiral Design Studio, LLC, EXACTTARGET, INC., Razorfish LLC, 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.

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. 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 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, if it is possible. If the Sweepstakes, or any part of it, is discontinued 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, Inc.'s Privacy Policy <http://www.eprize.com/privacy-policy> and Sponsor's Privacy Policy <http://www.citigroup.com/citi/privacy/>.

13. Winners List: For a winners list, visit <http://bit.ly/152qQwe>. The winners list will be posted after winner confirmation is complete.

14. Name Removal Notification System: If you would like your name removed from future sweepstakes and other direct mail offers by Sponsor send a 3" x 5" piece of paper with "Opt-out request" at the top and include your name, address and the name of the Retail Services Card Member account you wish to opt-out to "Win Big. Go Paperless. Marketing Team" 50 Northwest Point Blvd., Elk Grove Village, IL 60067 and your name will be removed within 60 days of the request.