

**THE BIG AIR MILES® BONANZA
OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Big AIR MILES® Bonanza ("Sweepstakes") is open to legal residents of Canada who are at least eighteen (18) years old at the time of entry. Employees of Old Navy, LLC, LoyaltyOne, Inc., 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 to participate. Sweepstakes is subject to all federal, provincial 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 Promotion. Winning the prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Old Navy, LLC, 2 Folsom Street, San Francisco, CA 94105, U.S.A.

Administrator: ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI, U.S.A.

The contest is managed by **Old Navy, LLC**. LoyaltyOne, Inc. is in no way connected to the management of this contest.

3. Timing: The promotion begins on January 16, 2014 at 12:00 a.m. Eastern Time ("ET") and ends on February 1, 2014 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: During the Promotion Period, there are two (2) ways to enter:

a. Enter in-store: Visit a participating Old Navy store and, when making a purchase, present your AIR MILES Collector Card. The sales associate will enter your AIR MILES Collector Number, and you will automatically receive one (1) entry into the Sweepstakes. If you would like to make a purchase and present your AIR MILES Collector Card without entering the Sweepstakes, hand print your name, address, email address (if any), and AIR MILES Collector Number on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "The Big AIR MILES® Bonanza OPT OUT," c/o ePrize, Inc., PO Box 5046, Department 805887, Kalamazoo, MI 49003-5046, U.S.A.

b. NO PURCHASE NECESSARY - Enter by mail: To enter without making a purchase and/or presenting your AIR MILES Collector Card, hand print your name, address, day and evening phone numbers, email address (if any), AIR MILES Collector Number (if any), and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "The Big AIR MILES® Bonanza" c/o ePrize, Inc., PO Box 5046, Department 805887, Kalamazoo, MI 49003-5046, U.S.A. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by February 1, 2014 and received by February 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 person may enter one (1) time per day, regardless of method of entry, during the Promotion Period. 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, 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. 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 regarding the administration and selection of potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, at approximately 10:00 a.m. ET on February 10, 2014 in Pleasant Ridge, MI, U.S.A. The potential winner will be notified by email or phone after the date of the random drawing. Potential winner will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive a prize. Except where prohibited, the potential winner (parent/legal guardian if winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner cannot be contacted, fails to correctly answer the time-limited skill testing question, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release document or provide any other requested information within the required time period, potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, an alternate winner will be selected in a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain unawarded. Prize will be fulfilled the latter of 6-8 weeks after the conclusion of the promotion.

6. Prize: ONE (1) GRAND PRIZE: 100,000 AIR MILES reward miles.

The approximate retail value of AIR MILES® reward miles depends on the chosen method of redemption, available reward options at the time of redemption, and the set preference between AIR MILES Cash and AIR MILES Dream balances. If redeemed for AIR MILES Cash, 95 reward miles can be redeemed for \$10 towards purchases with AIR MILES Cash in stores at participating AIR MILES Sponsors. If redeemed for flights (950 reward mile minimum required for flight redemption), value depends on destination chosen, date of travel and use of multiple carriers or suppliers. For example, one return economy flight from Toronto, Ontario to Winnipeg, Manitoba is 1750 AIR MILES reward miles and has an approximate value of \$525.00 (Canadian) excluding taxes. Winner must pay applicable taxes, related transportation fees, governmental levies, excess baggage and other non-ticket costs. The value of AIR MILES® reward miles redeemed for non-flight reward options depends on reward options in effect at the time of redemption. AIR MILES reward miles are subject to the terms and conditions of the AIR MILES Reward Program as amended from time to time. Prize is not transferable or convertible to cash and must be accepted as awarded.

AIR MILES reward miles Prize will be posted directly into the AIR MILES Collector Account of the confirmed winner 6-8 weeks after the confirmation of the winner of that Prize. To ensure that the winner receives the Grand Prize in his/her preferred balance, winner should

ensure his/her balance preferences (AIR MILES® Cash balance and AIR MILES® Dream balance) are set as desired prior to the Prize being posted in his/her Collector Account.

If a potential winner of AIR MILES reward miles is not an AIR MILES Collector, he/she may enroll in the AIR MILES Reward Program by visiting airmiles.ca. By enrolling to become an AIR MILES Collector you agree to be bound by the terms and conditions of the AIR MILES Reward Program as amended from time to time.

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 the prize or a component thereof for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, LoyaltyOne, Inc., 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 winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and province 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 and subject to the approval of the Régie des alcools, des courses et des jeux. 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 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. 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 U.S.A.; (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, U.S.A. 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. For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.eprize.com/privacy-policy>, LoyaltyOne, Inc.'s Privacy Policy <https://www.airmiles.ca/arrow/PrivacyPolicy>, and Sponsor's Privacy Policy <http://oldnavy.gap.com/customerService/info.do?cid=3318&mlink=5151,5838218,20&clink=5838218>.

13. Winner List: For a winner list, visit <http://bit.ly/16G6GYi>. The winner list will be posted after winner confirmation is complete.

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