Old Navy Kids and Baby Sale Giveaway Official Rules

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

1. Eligibility: Old Navy Kids and Baby Sale Giveaway (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Federated Media Publishing, Inc., Gap, Inc., AKQA, Inc., 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 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:** Federated Media Publishing, Inc., 2 Harrison Street, 7th Floor, San Francisco, CA 94105. **Administrator**: ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.
- **3. Timing:** The Sweepstakes begins on February 4, 2011 at 12:00 a.m. Eastern Time ("ET") and ends on February 17, 2011 at 11:59 p.m. ET (the "Promotion Period"). The computer of the Hosting Website is the official time-keeping device for the applicable Sweepstakes.

Hosting Website	Number of Featured Articles Posted During the Promotion Period
http://www.girlsgonechild.net	3
http://www.petitelefant.com	3
http://celebritybabyscoop.com	2
http://herbadmother.com	3
http://www.designmom.com	2

4. How to Enter: During the Promotion Period, visit any or all of the following websites (each a "Hosting Website") as listed in the chart below.

During the Promotion Period each Hosting Website will post a number of featured articles sponsored by Old Navy as discussion prompts. You may submit a comment to any of these featured articles at any time during the Promotion Period, and by doing so you will automatically receive one (1) entry into the applicable Sweepstakes. Posts may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, Administrator or any other person or party affiliated with the Sweepstakes, or contain material that is unlawful in any way. Sponsor reserves the right to remove any posts that it finds unlawful, or in violation of these Official Rules, all in its sole discretion.

Limit: Each participant may enter one (1) time per featured article per day at each Hosting Website during the Promotion Period. Multiple entries to the same website must be substantially different each day. 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 create the user name will be deemed to be the registrant. 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. Drawings: The designated overseer of each Hosting Website ("Host"), determined by Sponsor in its sole discretion, is an independent judging entity 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. Each Host will randomly select potential Sweepstakes winners from all eligible entries received for the applicable featured article at their website during the Promotion Period, and will contact each potential winner directly by email or via a public announcement post on their site on or around February 24, 2011. Each potential winner will be required to respond to the Host with the requested contact information within the specified time period. The potential winners will be notified by email by Administrator with an additional request for contact information and will be required to respond within the specified time period. If a potential winner cannot be contacted, or fails to reply with his/her contact information within the required time period, potential winner forfeits the prize. Potential winners may be contacted by Administrator with additional instructions. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disgualified for any reason, the applicable Host will award the prize to an alternate winner by 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. Prize: <u>THIRTEEN (13) GRAND PRIZES (awarded one (1) per each featured article posted)</u>: \$150 Old Navy Gift Card (terms and conditions apply). Approximate Retail Value: \$150. 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. Winner will be responsible for activation charges, monthly access and service fees and any applicable taxes. Odds of winning a prize depend on the number of eligible entries received by each applicable Hosting Website for the particular Featured Article during the Promotion Period. Limit: One (1) prize per person.</u>

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Gap, Inc., AKQA, Inc., all Hosts, 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 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. 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 <u>http://www.eprize.com/privacy/privacypolicy.html</u> and Sponsor's Privacy Policy <u>http://www.federatedmedia.net/about/privacy</u>.

13. Winner List: For a winner list, visit <u>http://bit.ly/eXpjG9</u>. The winner list will be posted after winner confirmation is complete.

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