

JCPENNEY BESTIES LOVE METER

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE AT THE TIME OF ENTRY.

VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The JCPenney Besties Love Meter ("Sweepstakes") is sponsored J. C. Penney Corporation, Inc. ("Sponsor"), 6501 Legacy Dr., Plano, TX 75024, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on February 5, 2015 at 1:00 PM Central Time ("CT") and ends on February 15, 2014 at 11:59:59 PM CT ("Sweepstakes Period"). Sponsor's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is offered only to legal residents of the 50 United States and the District of Columbia, who are at least eighteen (18) years of age at the time of entry. Employees, officers, or directors of the Sponsor, Administrator, EVB, Victors & Spoils, and each of their respective parent companies, subsidiaries, affiliates and advertising, promotion and web design agencies (collectively, "Sweepstakes Entities") and their immediate family members (i.e., spouse, parent, child, sibling and the "steps" of each and their respective spouses, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. Void in Puerto Rico, all other United States Territories and Possessions, and overseas military installations and where prohibited or restricted by law. All applicable federal, state, and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor 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. Entrants and/or potential winner may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. Sponsor will have the right to republish any entry.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During Sweepstakes Period, to participate, an eligible individual (the "Inviter") must log on to www.BestiesLoveMeter.com (the "Website"), then follow the directions to accept basic and extended Facebook Permissions to access personal data via Facebook Connect when prompted on the registration page. After accepting Facebook Permission, a unique quiz (the "Quiz") will be automatically created about the Inviter using the information accessed via the basic and extended Facebook Permissions the Inviter granted. **Note that the Quiz will contain personal information about the Inviter so the Inviter should not participate in this Sweepstakes if he/she does not want to share this personal information.** The questions in the Quiz will be in the form of multiple choice and/or "true and false" questions. The Inviter will then be required to invite at least one (1) but not more than fifty (50) Facebook Friends ("Friends") to take the Quiz. An Inviter may return on multiple occasions and invite more Friends but not more than

five hundred (500) Friends total during the entire Sweepstakes Period. After selecting his/her Friends, the Sponsor will send an invitation to the selected Friends via Facebook and invite them to take the Quiz. An Inviter is not entered into the Sweepstakes until at least one (1) Friend completes the Quiz.

Each Friend must be eligible to participate in the Sweepstakes as set forth in Section 2 of these Official Rules. To be entered into this Sweepstakes, the Friend must check a box stating they are 18+ and that they agree to these Official Rules. The Friend must then answer the Quiz questions by following the on-screen instructions.

After completing the Quiz, both the Friend and the Inviter will be entered into the Sweepstakes (the "Entry"). Each Entry will pair the Friend who answered the Quiz and the Inviter who generated the Quiz. Each Entry must have a Friend and an Inviter who are eligible to participate in this Sweepstakes in order for it to be a valid Entry. A Friend may take a Quiz from as many different Inviters as he/she is invited to take.

For example, if Mary, as Bob's Friend, answers a Quiz about Bob, the Entry into the Sweepstakes is made for both Mary and Bob. If Mary is invited by Sue and Lisa to answer a Quiz, Mary may answer the Quiz about Sue and that will generate an Entry for Mary and Sue. If Mary decides not to answer the Quiz about Lisa, that will have no effect on her other Entries and there will be no Entry for Mary and Lisa.

Inviters and Friends are collectively referred to as "Entrants" hereunder.

NOTE: To enter the Sweepstakes, an Entrant must have a Facebook account. A Facebook account may be created at no charge at www.facebook.com. An Entrant must agree to comply with the Facebook Terms of Service and Privacy Policy in order to create a Facebook account and participate in the Sweepstakes. The Facebook privacy policy is available at: www.facebook.com/about/privacy.

If an Entrant accesses the Sweepstakes on his/her mobile device, the Entrant's wireless service provider may charge the Entrant for applicable message and data charges. Entrants should consult their wireless service provider regarding its pricing plans prior to participating via a mobile device. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook.

If it is discovered or suspected that a person has attempted to enter or receive Entries using multiple Facebook accounts or identities, all of that person's Entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive and such Prize may be forfeited, at the Sponsor's sole and absolute discretion.

4. **RANDOM DRAWING:** On or about February 16, 2015, the Administrator will randomly select one (1) potential winning Entry (i.e., a Friend and the Inviter) from among all eligible Entries received during the Sweepstakes Period. Each winner is considered a potential winner pending verification of eligibility and compliance with these Official Rules.

5. **PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**

- A. **Prize (2) (one (1) for the Inviter and one (1) for the Friend):** The winning Friend and the winning Inviter will each receive: (i) a \$1,500 travel voucher good for travel within the contiguous forty-eight United States and (ii) a \$987.00 check made payable to the

respective person ("Prize").

The ARV of each Prize is \$2,487.00.

B. Total ARV: The total ARV of all Prizes available in this Sweepstakes is \$4,974.00.

C. Odds of Winning: The odds of winning the Prize depend on the total number of eligible Entries received for in Sweepstakes Period.

D. Prize Conditions: No more than one (1) Prize per Entrant. No more than two (2) Prizes will be awarded in this Sweepstakes. Winners are responsible for all federal, state and local taxes as well as any costs and expenses associated with Prize acceptance and use not specified herein as being provided. The right to receive a Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a Prize (or portion thereof) of comparable or greater value, at its sole discretion. All Prize details are at Sponsor's sole discretion. No mechanically reproduced or duplicate entries will be permitted and Entrant(s) who submit same will be disqualified. Entries become the property of Sponsor.

Each travel voucher is subject to the terms and conditions on and in connection with the travel voucher. The use of a travel voucher constitutes the user's acceptance of the terms and conditions so winner should read these terms and conditions on the travel voucher carefully. Winner must protect the travel voucher and treat the travel voucher as they would any other valuable document. Each travel voucher will not be redeemed or exchanged for cash, except where required by law. Each travel voucher will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without a winner's permission and will be voided if altered or defaced.

The Sweepstakes Entities shall not be held responsible for any delays in awarding Prizes for any reason. Prizes will only be awarded to verified winner. If, after a reasonable attempt to award a Prize, the Prize is not claimed, the Prize may, at Sponsor's sole discretion, be forfeited and not be awarded.

6. HOW TO CLAIM A PRIZE: Each potential winner will be sent an e-mail to the e-mail account used to establish his/her Facebook account. Before being declared a Prize winner, each potential winner will be required to execute and return an Affidavit of Eligibility/Liability & Publicity Release (unless prohibited by law) and a tax acknowledgment form ("Winner Documents") within three (3) business days from the date it is sent by the Sponsor's designee, or the Prize may (in Sponsor's sole discretion) be forfeited. Each potential winner also agrees to execute any and all documents required by any third parties in order for the Prize winner to participate in any element of the Prize. If a potential winner is at least 18 but still considered a minor in his/her state of residence, then the Winner Documents must be executed by the potential winner's parent/guardian. The Winner Documents will be sent to each potential winner with the notification e-mail containing instructions on how to claim the Prize. If a potential winner does not comply with these Official Rules, is not eligible to participate in the Sweepstakes, or any e-mail, including without limitation the notification e-mail, is returned as undeliverable, the Prize may be forfeited.

If a Prize is forfeited for any reason, by either the potential Friend winner or the potential Inviter winner, then a new potential Friend winner and a new potential Inviter winner an

alternate Prize winner may be selected in accordance with Section 6 and as further described in these Official Rules. **Note: If either the Friend or the Inviter are not eligible or do not comply with these Official Rules, both the Friend and the Inviter may be disqualified at the Sponsor's sole discretion.** If either the potential Friend winner or potential Inviter winner is an eligible winner and has complied with these Official Rules but his/her respective Friend/Inviter is not eligible, then, at the Sponsor's sole discretion, both the Inviter and Friend will be disqualified and an alternate winning Entry may be selected in a random drawing from all eligible Entries received.

EACH WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER.

In the event of a dispute as to the identity of the winner, the winning Entry will be declared made by the authorized account holder of the e-mail address associated with the Facebook account used to submit the Entry and he/she must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the Facebook account used to enter. Each Entrant may be required to show proof of being an authorized account holder.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities, and each of their respective affiliates, parent companies, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters and their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, garbled, delayed, inaccurate, postage due, or undeliverable Entries, Quizzes, e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/use net accessibility, availability or traffic congestion; or any technical, mechanical, programming, printing or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of Entry information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction. The Released Parties shall not be responsible or liable for any Entries in excess of the stated limit or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries may, in Sponsor's sole and absolute discretion, be disqualified.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winner in a manner it deems fair and reasonable including the selection of winner from among non-suspect, eligible

Entries received prior to such cancellation, termination, modification or suspension. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's Entries, participation or inability to participate in the Sweepstakes, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Sweepstakes materials, (d) acceptance, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control (collectively, "Force Majeure"), or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an Entrant, (j) interruption or inability to access the Sweepstakes or any online service via the Internet due to hardware or software compatibility problems, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (n) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (o) the negligence or willful misconduct by Entrant.

Without limiting the foregoing, everything regarding this Sweepstakes, including Prize components, are 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 or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions 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. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY POLICY:** Any personally identifiable information collected during an Entrant's participation in the Sweepstakes will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.jcpenney.com/jsp/customerservice/serviceContent.jsp?pagelid=pg4003700012&iSFooter=true&title=privacy%20policy>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos (including, without limitation, Facebook profile photo) and/or likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on television, radio, the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected, in Sponsor's sole and absolute discretion, that an Entrant has registered or attempted to register using multiple e-mail addresses, identities, proxy servers or like methods, all of that Entrant's Entries will be declared null and void, and that Entrant will be ineligible to win a Prize. Also, if it is discovered that any Entrant attempts to receive additional Entries in excess of the stated limitation, that Entrant may, in Sponsor's sole and absolute discretion, be disqualified from the Sweepstakes. Sponsor and

Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

- 12. WINNERS LIST:** To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to JCPenney Besties Love Meter- Winner List Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests must be received by April 15, 2015.

Sponsor J. C. Penney Corporation, Inc., 6501 Legacy Dr. Plano, TX 75024.

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