

**The Gilt Survey Sweepstakes  
OFFICIAL RULES**

**NO PURCHASE NECESSARY.  
A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**SPONSOR:** The sponsor of the Sweepstakes is Gilt Global Trading & Procurement Company located at Hamilton House, National Technology Park, 2<sup>nd</sup> Floor, Plassey, Limerick, Ireland (“**Sponsor**”).

**SWEEPSTAKES DESCRIPTION AND TIMING:** The Gilt Survey Sweepstakes (the “**Sweepstakes**”) begins on or about May 1, 2017 at or around 12:00 a.m. Eastern Time (“**ET**”) and ends on August 31, 2017 at 11:59 p.m. ET (the “**Sweepstakes Period**”). The Sweepstakes consists of a series of monthly, independent drawings. At the end of each month during the Sweepstakes Period, a random drawing (each, a “**Monthly Drawing**”) will be conducted to select three (3) winners of a Grand Prize, from among all eligible entries received during that month, as set forth more fully below. Entry in a Monthly Drawing does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor which shall be final and binding in all respects. Void where prohibited by law.

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are (i) at least 18 years of age as of the date of entry and (ii) Gilt members of the opinion panel, The Groupe. If you are not a Gilt member you may join by visiting [www.gilt.com](http://www.gilt.com) and following the on-screen registration instructions (registration is free, and information required for registration consists of: username, password, email address and gender). Employees of Sponsor, Vision Critical Communications (US) Inc. and their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, including the administrator of this Sweepstakes if any (all such individuals and entities collectively referred to herein as the “**Sweepstakes Entities**”), and the immediate family members (spouses, parents, children and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win.

**HOW TO ENTER:** **There is NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY to participate in the Sweepstakes. A purchase does not improve your chance of winning.** During the Sweepstakes Period, you may enter a Monthly Drawing by completing the panel survey through the link emailed to you by Gilt’s vendor, Vision Critical, during the applicable month and following the instructions to complete any entry form with the information requested during the applicable Entry Period (as defined below). Upon completion and submission of the entire Gilt panel survey, you will receive one (1) entry into the applicable Monthly Drawing.

Entry for the first Monthly Drawing begins at approximately 12:00:00 am ET on May 1, 2017 (or whenever that month’s panel survey is emailed) and ends at approximately 11:59:59 pm ET on May 31, 2017. For the remaining three (3) Monthly Drawings, the entry periods are shown in the chart below (each, an “**Entry Period**”). Entries received during one Entry Period do not roll-over into subsequent Entry Periods.

Monthly Drawing	Entry Start Time	Entry End Time
1	May 1, 2017 12:00:00 am ET (or whenever that month’s panel survey is emailed)	May 31, 2017 11:59:59 pm ET

2	June 1, 2017 12:00:00 am ET (or whenever that month's panel survey is emailed)	June 30, 2017 11:59:59 pm ET
3	July 1, 2017 12:00:00 am ET (or whenever that month's panel survey is emailed)	July 31, 2017 11:59:59 pm ET
4	August 1, 2017 12:00:00 am ET (or whenever that month's panel survey is emailed)	August 31, 2017 11:59:59 pm ET

**Limit one (1) entry total per person, per completed survey.** All entries must be received by the end of the applicable Entry Period in order to participate in that month's Monthly Drawing. Proof of entering information at the Sweepstakes landing page is not considered proof of delivery to or receipt by Sponsor of such entry. Sponsor's designated computer shall be the official time keeping device for the Sweepstakes. Use of computer programs and other automatic means to enter the Sweepstakes is prohibited and will result in disqualification. 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 such entries and will result in disqualification. Normal Internet access, usage charges and/or mobile usage imposed by your online service or mobile provider may apply. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the entry in question will be deemed to be the entrant, but only if that person meets all other eligibility criteria for this Sweepstakes. 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 that he or she is the authorized account holder. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Any communication or information transmitted to Sponsor by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Entries become the exclusive property of the Sponsor and will not be returned or acknowledged. **As a condition of entering the Sweepstakes, each entrant gives consent: (1) for Sponsor to obtain and deliver his or her name, email address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations and rules; and (2) to the collection, storage and use of his or her personally identifiable information by Gilt in accordance with its privacy policy located at <http://www.gilt.com/company/privacy>.**

**WINNER SELECTION AND NOTIFICATION:** At the end of each Entry Period, the winner will be randomly selected in a drawing from all eligible entries received throughout that Entry Period. The drawing

will be conducted by using randomization methods selected by Sponsor in its sole discretion. Odds of winning a prize are dependent upon the number of eligible entries received during the Entry Period. The potential winner will be notified via email. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner does not respond within two (2) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate potential winner may be selected. Sponsor or its dedicated administrator may successively attempt to contact up to two (2) potential winner(s) of an applicable prize in accordance with such procedure, and if there is still no confirmed winner(s) of such applicable prize after such attempts have been made, such prize may go unawarded.

**PRIZES/ODDS:** There are three (3) Grand Prizes available, per Monthly Drawing.

**GRAND PRIZE:** The Grand Prize consists of One Hundred Dollars (\$100) in Gilt credit. Gilt Credit is subject to the terms and conditions associated therewith and imposed by issuer. The approximate retail value (“ARV”) for each Grand Prize is \$100. Gilt Credit will be valid for one (1) year after issuance. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason.

**GENERAL PRIZE CONDITIONS:** Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If any potential winner fails or refuses to sign and return any requested Prize Claim Documents within two (2) days of prize notification, the winner may be disqualified and an alternate potential winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** By participating in the Sweepstakes, entrants agree to be bound by these Official Rules, the privacy policy of Sponsor located at <http://www.gilt.com/company/privacy>, and the decisions of the Sponsor. Acceptance of a Prize constitutes permission for the Sweepstakes Entities to use that winner’s name and/or likeness, biographical information, and/or entry for purposes of advertising and trade and on the winner’s list without further compensation, unless prohibited by law. By submitting an entry, you warrant that all of the information provided as part of your entry is accurate, does not violate any third party’s legal rights (including without limitation rights of privacy and publicity) and otherwise does not violate applicable law. Entrants agree that the Sweepstakes Entities (A) shall not be responsible or liable for, and are hereby released from, any

and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Sweepstakes Entities assume no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Sweepstakes Site or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor has the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserve the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes (or Entry Period) is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by duly authorized representatives of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL

RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant agrees that: (1) any and all disputes the entrant may have with, or claims entrant may have against, the Sweepstakes Entities relating to, arising out of or connected in any way with the Sweepstakes, the awarding or redemption of any prize, and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in New York, New York; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes; (5) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the entrant's and/or the applicable Sweepstakes Entities' individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the participant or any Sweepstakes Entity. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor any Sweepstakes Entity shall be entitled to arbitrate their dispute.

**WINNERS LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: "The Gilt Survey Sweepstakes Winners List", to 2 Park Avenue, 5<sup>th</sup> Floor, New York, NY 10016 Attn: Vincent Sigismondo Vermont residents may omit return postage.