



Off Broadway Shoe Warehouse “Free Shoes For A Year Sweepstakes” Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL MAKING A PURCHASE INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

The Off Broadway Shoe Warehouse “Free Shoes For A Year Sweepstakes” (the “Promotion” or “Sweepstakes”) begins Tuesday, January 1, 2020 at 12:00:01 a.m. Eastern Standard Time (“EST”) and ends on Tuesday, December 31, 2020 at 11:59:59 p.m. EST (the “Promotion Period”). All federal, state and local laws and regulations apply. Void in Puerto Rico, outside of the United States and wherever else prohibited or restricted by law. Immediately upon submission, all entries become the property of Sponsor and will neither be acknowledged nor returned. By entering, each participant (the “Participant”) fully and unconditionally accepts these official rules (the “Official Rules”) and the decisions of the Sponsor, which are final and binding.

1. ELIGIBILITY:

The Promotion is open to individuals who are 18 years of age (or the age of majority in the entrant’s respective jurisdiction) or older at time of entry and reside in one of the 50 United States or the District of Columbia. Participants found to not meet these eligibility requirements shall be disqualified. Employees of the Sponsor, its affiliates, subsidiaries and agencies, as well as household members of each, including but not limited to immediate family members such as spouse, parents, children and siblings, and their respective spouses or any other persons, related or not who share the same address of such employee, are not eligible to participate in the Promotion.

2. HOW TO ENTER:

There are two ways to enter:

- 1). During the Promotion Period, consumers who make a purchase in one of Sponsor’s participating retail locations may complete an online customer survey, a link to which will be printed on consumers’ purchase receipts. After completing the survey, you may enter the sweepstakes by then completing the required fields (name, phone number, email address, age, and full mailing address) on the contact form and click the “Submit” button. Sweepstakes begins on January 1, 2020 and ends at 11:59:59 pm EST on December 31, 2020. One (1) Winner will be selected from all eligible entries. Limit one (1) entry per person. In the case of multiple entries, only the first entry will be accepted. Entries become the exclusive property of the Sponsor and will not be returned. Sponsor shall not be liable for electronic or computer malfunctions or transmission entry errors through the internet.
- 2). To enter without completing a survey, hand-print your complete name, complete mailing address (no P.O. Boxes), city, state, zip code, telephone number and e-mail address (if you have one) on a 3" x 5" note card and mail it in a standard size #10 envelope to: Off Broadway Shoe Warehouse “Free Shoes For A Year Sweepstakes”, 8310 Technology Drive, Charlotte, NC 28262. Limit one entry per person. Mail-in entries must be postmarked no later than December 31, 2020 and received by January 7, 2021. Neither the Sponsor nor the Sponsor’s Affiliates are responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, illegible, mutilated entries or postage due mail. Photocopies, mechanically reproduced, forged or altered



mailed entries and facsimiles are void. Incomplete or illegible entries are not eligible. Entries received in other formats than instructed within this document will be automatically disqualified.

The Sponsor's computer is the official clock for this Sweepstakes. For purposes of this Sweepstakes, "receipt" of an internet/electronic entry occurs when the Sponsor's services record the entry information resulting from the participant clicking the "Submit" button. In the event of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the email account is registered at time of entry, but only if that person meets all other eligibility criteria.

Automated entries, entries completed by entry filing services or entries completed by form filing services will NOT be accepted. The use of any automated, programmed, robotic or similar system to enter is prohibited and will result in disqualification.

Sponsor will attempt to notify potential winners only.

By submitting this survey and Sweepstakes entry, you are opting in to receive email notifications of special sales events, coupons and other promotional materials. If at any time you no longer wish to receive communications from us, you are free to "opt out" of receiving these communications. Additionally, by submitting a survey and entering the "Free Shoes For A Year Sweepstakes" you also agree to our Site [Privacy Policy](#) and [Terms and Conditions](#).

Please see our [Privacy Policy](#) for details or instruction on opting out. [See our Opt-Out Policy.]

3. WINNER DRAWING:

The Winner will be selected in a random drawing from all eligible entries received during Promotion Period. Drawing will be conducted on or before January 31, 2021. The drawing will be conducted by the Sponsor, whose decisions are final on all matters relating to this Sweepstakes. Winner will be notified by phone or e-mail. If the entrant does not respond within 24 hours of the notification, they will forfeit their prize.

4. PRIZES:

A coupon book with twelve coupons, one (1) for each month for twelve (12) months. Each of the twelve (12) coupons is good for a single pair of shoes at Off Broadway Shoe Warehouse, retail value equal to or less than \$45.00 (Forty-five Dollars). The coupons will only be valid only for use during the month identified on the coupon and cannot be combined with additional coupons of any kind. The coupons may not be used for the purchase of gift-cards and may not be redeemed or exchanged for cash. If the price of the shoes for which the coupon is used is less than \$45.00, the difference will not be refunded. If the price of the shoes for which the coupon is used exceeds \$45.00 the coupon holder is responsible for the difference. The retail value of the total annual prize is up to five hundred forty dollars (\$540.00). Odds of winning depend on the total number of eligible entries received. The sponsor reserves right to substitute a prize of equal or greater value. Taxes and fees, if any associated with the prize or use of the prize, are the sole responsibility of winner.

5. PRIZE CONDITIONS:



No transfer or substitution of any prize is allowed, except at the sole discretion of the Sponsor. The Winner must comply with all Free Shoes For A Year Sweepstakes Official Rules as published. Potential winners may be asked to complete, sign and return an affidavit of eligibility and liability and publicity release, within seven (7) days of date of prize notification or prize will be forfeited and an alternate winner may be selected. Return of prize notification as undeliverable; and/or failure to provide any other required documentation in a timely manner may result in disqualification and selection of an alternate winner. Non-winning Participants will not be notified. Winning a prize is contingent on fulfilling all the requirements set forth herein. Winners are responsible for all federal, state, and local taxes, if applicable. Winner's entry and acceptance of any prize constitutes permission (except where prohibited by law) for the Sponsor or its designees to use said winner's name, photograph, likeness, statements, and address (city and state) on a worldwide basis, and in all forms of media, in perpetuity, without notice or further compensation (Tennessee residents need not consent to, or sign any, publicity release).

6. SWEEPSTAKES TERMS AND CONDITIONS:

Sweepstakes is subject to all applicable federal, state, and local laws. By participating, Participants agree to abide and be bound by these Official Rules and the decisions of the Sponsor and Administrator which are final and legally binding and waive any right to claim ambiguity in regard to the mechanics of the Sweepstakes or the interpretation of these Official Rules. Winners and Participants also agree to release, discharge, indemnify and hold harmless the Sponsor, its affiliates and their respective directors, officers, employees and agents, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize offered, or participation in this Sweepstakes. Any person attempting to defraud or in any way tamper with the mechanics or logistics of this Sweepstakes or acting in violation of these Official Rules or in a non-sportsmanlike manner or with the intent to annoy, abuse, threaten or harass any person will be declared ineligible and may be prosecuted to the full extent of the law. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with, or utilized in, this Sweepstakes, or by any technical or human error that may occur in the processing and/or transmissions in the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email due to technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to, or resulting from, participating in or downloading of materials in this contest. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor that may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes, and select a winner from all entries received up to the time of termination. Any person attempting to defraud or in any way tamper with the mechanics or logistics of this Sweepstakes will be declared ineligible and may be prosecuted to the full extent of the law. This Sweepstakes is governed by the laws of the United States and the State of North Carolina, without



respect to conflict of law doctrines. As a condition of participating in this Sweepstakes, entrants agree that any and all disputes and causes of action against Sponsor arising out of or in connection with this Sweepstakes, shall be resolved individually (without resort to any form of class action). Such dispute shall be resolved by mediation and binding arbitration in Mecklenburg County, North Carolina. Further, in any such dispute, under no circumstances will Participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, and Participants further waive all rights to have damages multiplied or increased.

7. RULES REQUEST:

To receive a copy of the Official Rules, mail a self-addressed, stamped envelope, by December 31, 2020, to: Off Broadway Shoe Warehouse "Free Shoes For A Year Sweepstakes" Rules Request, 8310 Technology Drive, Charlotte, NC 28262

8. WINNERS LIST:

For the winner's name, send a self-addressed, stamped envelope postmarked by July 31, 2021 to: Off Broadway Shoe Warehouse, Winner Request for Free Shoes For A Year Sweepstakes, Attn: Marketing, 8310 Technology Drive, Charlotte, North Carolina 28262. Requests for the winner's name will be fulfilled after the winner's name has been verified.

9. SPONSOR:

Off Broadway Shoe Warehouse, 8310 Technology Drive, Charlotte, NC 28262.

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