

# GORDMANS FORESEE SURVEY PROMOTION

## OFFICIAL RULES

**NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED.**

**1. Promotion and Sponsor:** Participation in the **Gordmans Foresee Survey Promotion** (the "Promotion") constitutes your full and unconditional agreement to these Official Rules. The Promotion is sponsored by Specialty Retailers, Inc., dba Gordmans, located at 2425 West Loop South, Houston, TX 77027 ("Sponsor"). All decisions related to, as well as all interpretation of, these Official Rules by Sponsor shall be final and binding. The Promotion is subject to all applicable federal, state and local laws and regulations, and void where prohibited. This Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook or Twitter.

The Promotion begins at 12:01 A.M. (CST) on July 1, 2019 and ends at 11:59 P.M. (CST) on June 30, 2020 (the "Promotion Period").

**2. Eligibility:** The Promotion is open only to legal U.S. residents (except Rhode Island) who are at least 18 years of age at the time of entry. Employees of Sponsor, ForeSee Results, Inc., and their parent and affiliate companies, suppliers as well as the "Immediate Family" (spouse, domestic partner, parents, step-parents, siblings, step-siblings, children, and step children) of any of the foregoing regardless of where they reside, and "Household Members" (people who share the same residence, whether related or not) of each are not eligible. Eligibility is also contingent upon compliance with these Official Rules and fulfilling all requirements set forth herein including completing and signing an Affidavit of Eligibility, and a Liability and Publicity Release ("Release") if required.

**3. How to Enter:** NO PURCHASE NECESSARY, PURCHASES DO NOT INCREASE YOUR CHANCES OF WINNING. **Odds of winning depend on number of entries received during each month of the Promotion Period.**

**Entry Method by Online Survey:** Follow the instructions on the bottom of the printed receipt or on the in store signage to access and complete the online survey and registration form via the web. Complete the form online and submit the required information to be automatically entered.

**Alternate Method of Entry:** Eligible persons may alternatively enter the Promotion by accessing the registration form at [www.survey.Gordmans.com](http://www.survey.Gordmans.com) and completing the registration form. Complete the form online and submit the required information.

Once you complete the registration, you will receive one (1) entry into the Promotion for the Monthly Period the entry is received. Each Monthly Period begins at 12:01 A.M. (CST) and ends at 11:59 P.M. (CST) on respectively the first and last designated dates listed for each Monthly Entry Period below during the Promotion Period (each a "Monthly Period"). **Limit one entry per person per method of entry each month.** Unintelligible entries and entries without valid or current contact information will be disqualified. To be eligible entries must be received by Sponsor during the

Promotion Period. Proof of sent entry or entry receipt (such as a copy of a “thank you” screen or message) does not constitute proof of actual receipt of entry for purposes of this Promotion.

Monthly Entry Periods											
7/1/19	8/1/19	9/1/19	10/1/19	11/1/19	12/1/19	1/1/20	2/1/20	3/1/20	4/1/20	5/1/20	6/1/20
–	–	–	–	–	–	–	–	–	–	–	–
7/31/19	8/31/19	9/30/19	10/31/19	11/30/19	12/31/19	1/31/20	2/28/20	3/31/20	4/30/20	5/31/20	6/30/20

**4. Winner Determination, Notification and Eligibility Verification:** One potential winner will be selected by random drawing for each Monthly Period during the Promotion Period. The random drawing will be conducted after the end of each Monthly Period. All potential winners are subject to eligibility verification by Sponsor. You are not a winner of any prize, even if notified of being a winner, unless and until your eligibility has been verified or the prize is delivered. Sponsor may require any winner to return a completed and signed Affidavit of Eligibility and Liability/Publicity Release (“Release”) to be eligible to receive a prize. Each winner and potential winner must continue to comply with all terms and conditions, and fulfill all requirements of these Official Rules. If Sponsor is unable to verify the potential winner's eligibility, Sponsor reserves the right to disqualify that potential winner and select an alternative potential winner. Each potential winner will be notified by email or phone after being randomly selected as a potential winner. If a response is required by and requested in the notification, the Potential winner must respond within three (3) business days of contact by Sponsor by 5:00 p.m. CST on the 3rd day (including the day the notice is received which will be day one) to claim the prize. If a potential winner of any prize cannot be contacted, fails to respond (if required) by 5:00 p.m. CST on the 3rd business day after notice was sent to the email or phone provided upon entry, or fails to sign and return the Release within the required time period (if applicable), or the prize is returned as undeliverable, potential winner is disqualified and forfeits the prize. You may obtain a list of winners by printing your name, address, city, state, and ZIP code on a 3” x 5” postcard, along with a self-addressed, stamped envelope and mailing it to Sponsor at the address listed above to the attention of: “Gordmans Foresee Survey Promotion Winner List” within ninety (90) days of the end of the Promotion Period. If for any reason your entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another entry in the Promotion, and you are responsible for re-entering the Promotion.

**5. Prizes:** One (1) prize per random drawing will be awarded for each Monthly Period during the Promotion, each a “Monthly Prize.” There will be a total of twelve (12) Monthly Prizes, each consisting of one (1) Gordmans gift card in the amount of three hundred dollars (\$300.00). Total aggregate prize value = \$3,600.00. Federal, state and local taxes, if any, are the sole responsibility of the prize winners. The right to receive any prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed. No more than the stated number of prizes (12) will be awarded. In the event that technical 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.

**6. Limitations of Liability:** By entering this Promotion you agree to release and hold harmless Sponsor, ForeSee Results, Inc., and their respective parent, subsidiaries, affiliates, vendors, advertising or promotional agencies, distributors, and each of their officers, directors, employees and agents (collectively, the “Released Parties”) from and

against any claim or cause of action, including, but not limited to, infringement of any right of publicity or intellectual property, personal injury, death, or damage to or loss of property, arising out of your participation in the Promotion or receipt or use or misuse of any prize. You waive any right to claim ambiguity in these Official Rules. The Released Parties are not responsible for: (1) technical failures of any kind; (2) any incorrect or inaccurate information whether caused by you or other entrants, printing or computing errors, or by any of the equipment or programming used in the Promotion; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion or receipt or use or misuse of any prize. In the event of a dispute between you and any Released Party or Parties, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall include attorneys' fees.

**7. Publicity:** Except where prohibited, participation in the Promotion constitutes your consent to Sponsor's use of your name, likeness, photograph, voice, opinions and/or hometown and state for promotional or advertising purposes in any media, worldwide, now known or hereinafter developed, in perpetuity, without further notification, payment, or consideration except where prohibited by law.

**8. Suspension:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion Period, or any part of it, at any time, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the cancellation of the Promotional Period. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be in violation of these Official Rules. Any attempt to undermine the operation of the Promotion 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.

**9. Disputes:** Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state courts located in Harris County, Texas. 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Texas.

**10. Entrant's Personal Information:** Information collected online from you is subject to Sponsor's privacy policy. Sponsor's privacy policy can be found online at <http://www.gordmans.com/gordmans/privacy>. For complete details and Official Rules, see <http://www.gordmans.com/rules>.

## **GORDMANS FORESEE SURVEY PROMOTION**

### **ABBREVIATED RULES**

**NO PURCHASE NECESSARY.** PURCHASES DO NOT INCREASE CHANCES OF WINNING. **Odds depend on number of eligible entries received.** Must be U.S. resident age 18 or older. VOID IN RHODE ISLAND AND WHERE PROHIBITED. ARV of all prizes = \$3,600. Limit 1 entry per month per person. Ends 06/30/2020. For complete details and Official Rules visit: <http://www.gordmans.com/rules>. Sponsor: Specialty Retailers, Inc., 2425 West Loop South, Houston, TX 77027.