
**THE O STORE & OAKLEY VAULT SURVEY & SWEEPSTAKES
OFFICIAL RULES**

**NO PURCHASE OR SURVEY PARTICIPATION IS REQUIRED TO ENTER OR WIN.
VOID WHERE PROHIBITED.**

1. **ELIGIBILITY: OPEN TO OAKLEY CUSTOMERS OF THE O STORE AND/OR VAULT WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C., PUERTO RICO AND CANADA (EXCLUDING QUEBEC) AND 18 YEARS OF AGE OR OLDER AND HAVE REACHED THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AS OF THE DATE OF ENTRY.** Employees, officers and directors of Oakley, Inc. ("Sponsor"), its parent, subsidiaries, and affiliated companies, advertising, promotion, or production agencies, web masters/suppliers and their IRS dependents and immediate family members (spouse, parents, children, siblings) and individuals residing in their same household, (whether or not related) are not eligible to participate. By entering the Promotion, entrants fully and unconditionally agree to be bound by these Official Rules. Void where prohibited, taxed or restricted by law. All applicable federal, state, provincial and other taxes, if any, and regulations apply.

2. **PROMOTION PERIOD: THE O STORE & OAKLEY VAULT SURVEY & SWEEPSTAKES** ("Promotion") begins at 12:00:01 a.m. EST on April 1, 2017 and ends at 11:59:59PM EST on March 31, 2018 (the "Promotion Period"). The Promotion is divided into twelve (12) Monthly Giveaway periods (each a "Monthly Giveaway Period"), corresponding to the calendar month from the first day of the month beginning 12:00:01 AM EST and ending the last day of the month, at 11:59:59 PM EST, during the Promotion Period.

3. **HOW TO ENTER:** There are two ways to enter.
 - a. **To Enter With Purchase:** During the respective Monthly Giveaway Period, the O Store and/or Oakley Vault store associate will provide you ("Entrant/s") with a printed survey invitation at the bottom of your purchase receipt ("Survey Invitation") with the store number, your receipt number and the date of your purchase ("Survey Invitation Information"). The Survey Invitation will direct Entrant to visit [<https://www.oakley.com/feedback>] (the "Website"). When the page is accessed, follow the online instructions to enter Survey Invitation Information. When the Survey Invitation Information has been successfully entered and accepted, Entrant will be required to acknowledge s/he is 18 years of age or older and of the age of majority in his/her state of residence and enter his/her birth date before completing the online survey questions. Upon completion of the survey, Entrant will be required to enter the following information: name, address, daytime phone and e-mail address. Answers to the survey will not affect Entrant's ability to participate or win. Once a user's survey is properly entered, the survey completed and your registration information completed and submitted as directed by the online instructions, Entrant will receive one (1) entry into the Promotion. Each Survey Invitation is unique to the Entrant and can only be used once during any Monthly Giveaway Period. Entries received via the Internet must be received and recorded by Sponsor by the last day of the respective Monthly Giveaway Period at 11:59:59 pm EST, to be included in the drawing. **KEEP YOUR ORIGINAL SURVEY INVITATION FOR VERIFICATION PURPOSES.**

 - b. **To Enter Without Purchase:** Visit [<https://survey.foreseeresults.com/oakley?flow=SS>] and follow the online directions to enter your name, address, daytime phone, email address (if

available), and date of birth, to receive one (1) entry during the respective Monthly Giveaway Periods.

Limit one (1) entry per person/address/email address per Monthly Giveaway Period. No mechanically reproduced or photocopied entries permitted. Any entries received from any person/address/email address in excess of the limit stated will be void. Late, incomplete or otherwise non-compliant entries are void. Entries become the property of Sponsor and will not be returned. No other method of entry or participation is valid. Sponsor's computer is the official timekeeping device for this Promotion for entries via the Internet. Promotion is subject to all applicable federal, state and local laws and regulations.

4. **RANDOM DRAWING/NOTIFICATION:** At the end of each calendar month, one (1) potential winner will be selected by random drawing from all eligible entries received during the respective Monthly Giveaway Period. The drawing will be conducted from among all eligible entries received in accordance with these Official Rules. The potential winner will be notified by phone, e-mail and/or mail at Sponsor's sole discretion within thirty (30) days of the drawing. If a potential winner cannot be contacted within fourteen (14) days after the first attempt to contact such potential winner has been made, an alternate winner will be selected from all of the remaining eligible entries. The Prize will be mailed via U.S. Postal Services within six (6) weeks after the winner returns any required documentation. No substitution, cash redemption or transfer of prize, but Sponsor reserves right to substitute prize with prize of equal or greater value if advertised prize becomes unavailable for any reason. By entering the Promotion, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges.
5. **PRIZES/ODDS:** At the end of each Monthly Giveaway Period, one (1) winner will be awarded **[one (1) \$500 Oakley gift card]**. Approximate Retail Value ("ARV") US\$500 (the "Prize"). Odds of winning will depend on the total number of eligible entries received. Total ARV of all prizes for all Promotion Giveaways: US\$6,000.

Expenses not stated are solely the winner's responsibility. If a winner cannot accept prize in accordance with these Official Rules, prize will be forfeited in its entirety and an alternate winner may be chosen. The ARV of any prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. If the actual purchase price of a prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference. All applicable federal, state, provincial and other taxes, if any, are the sole responsibility of the winner. Potential winners will be required to satisfactorily complete and return an Affidavit of Eligibility and a Liability/Publicity Release/Proof of Age ("Affidavit"), unless prohibited by law. The Affidavit must be returned within ten (10) days of provision of the document. In completing the Affidavit the potential winner will be required to provide his/her social security or tax ID number, which will be used solely for the purposes of Sponsor's legal compliance in filing US Tax Form 1099 or 1042. Noncompliance within this time period may result in disqualification and an alternate potential winner may be selected. **In compliance with Canadian law, if a Canadian resident's entry is selected as the winning entry, the entrant must correctly answer a multiple part mathematical skill question as a condition of being named a valid winner.**

6. **Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor and its 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 Promotion or receipt or use or misuse of any prize.

7. **Publicity:** Except where prohibited, participation in the Promotion 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.
8. **General:** All applicable federal, state, provincial and other taxes, if any, and regulations apply. No purchase necessary. Void where prohibited. Any participant suspected of tampering with or disrupting any aspect of the Promotion may be disqualified, at the sole and absolute discretion of the Sponsor. All decisions of Sponsor and Sponsor's Judging Panel are final. By your participation in the Promotion, you (i) agree to be bound by these Official Rules, (ii) represent and warrant that your Entry and Submission are original, owned by you, and not previously published, (iii) agree to release, indemnify, and hold Sponsor, its affiliates and parent, their employees, officers, directors, and agents (the "Released Parties") harmless from any and all claims, liabilities, losses, and damages of any kind arising, in whole or in part, directly or indirectly, from your participation in the Promotion or your acceptance, possession, use, or misuse of the Prizes.
9. **Additional Terms:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 Promotion, 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 Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate 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.
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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion 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 Promotion, if it is possible. No more than the stated number of prizes will be awarded.
11. **Choice of Law/Dispute Resolution:** Except where prohibited, participant agrees that: (1) 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 federal or state courts located in California, in the United States; (2) any legal action, suit or proceeding arising out of or relating to this Promotion or the transactions contemplated hereby must be instituted exclusively in a court of competent jurisdiction located within the County of Orange, State of California and in no other jurisdiction and each party further irrevocably consents to personal jurisdiction and exclusively in, and agrees to service of process issues or authorized by, any such court; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorney's fees; and (4) under no circumstances will participant be permitted to obtain awards for, and participant 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 participant and Sponsor in connection with the Promotion, shall

be governed by, and construed in accordance with, the laws of the State of California, in the United States without giving effect to any choice of law or conflict or law principles.

- 12. Use of Data:** Sponsor will be collecting personal data about participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.oakley.com/en/legal/privacy-policy> By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information for use in administering the Promotion and acknowledge that they have read and accepted Sponsor's privacy policy. Unless the entrant otherwise expressly agrees, his/her personal information shall be used only for the purposes of administering the Promotion.
- 13. Winner Info: For winner information, send an email to ConsumerSurveys@oakley.com within 30 days of each of the respective Monthly Giveaway Period.**
- 14. Sponsor:** Oakley, Inc., One Icon, Foothill Ranch, CA 92604.