

**STEIN MART SURVEY SWEEPSTAKES**  
**OFFICIAL RULES**

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

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO, AS OF TIME OF ENTRY, ARE 18 YEARS OR OLDER.**

**VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Stein Mart Survey Sweepstakes ("Promotion") is sponsored by Stein Mart, Inc. ("Sponsor"), 1200 Riverplace Blvd, Suite 1000, Jacksonville, FL 32207-1809, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion starts October 1, 2016 at 12:00 AM (midnight) Eastern Time ("ET") and ends on September 30, 2017 at 11:59:59 PM ET ("Promotion Period"). The Promotion consists of twelve (12) separate periodic sweepstakes (each, a "Sweepstakes Period") as set forth in Section 4 of these Official Rules. The Promotion is subject to all applicable federal, state and local laws and regulations. The Sponsor's computer is the official Promotion Period clock.
- 2. ELIGIBILITY:** The Promotion is open only to legal residents who are physically residing in the 50 United States and District of Columbia and who are at least eighteen (18) years of age or older as of the date of entry. Void in the United States Territories and Possessions, elsewhere and where prohibited or restricted by law. Officers, directors, and employees of the Sponsor, ForeSee Results, Inc., Administrator and their respective parent, subsidiary, and affiliate companies, and any other entity involved in the development, administration, promotion, or implementation of the Promotion ("Promotion Entities"), and members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Promotion.

Participation constitutes entrant's ("Entrant") full and unconditional agreement to these Official Rules as well as Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

- 3. METHODS OF ENTRY:** An Entrant may enter using one (1) of following two (2) methods of entry:
  - A. Entry Method 1:** After completing a purchase at a participating Stein Mart store, the customer will receive an invitation to participate in a survey ("Survey"). This invitation will be printed on the Stein Mart store receipt. The customer must log on to the URL provided on the receipt and complete the Survey within seven (7) calendar days from the date of purchase. After completing the Survey, the customer will be asked if he or she wishes to enter the Promotion. If the customer is an eligible Entrant and wishes to participate in the Promotion, he or she must then enter the requested registration information, which may include, but is not limited to: complete first and last name

(initials are not permitted), valid e-mail address, complete street address (P.O. Boxes are not accepted), city, state, ZIP Code, telephone number and birthday. After entering this information, the Entrant must click on the submit button to receive one (1) entry into the Sweepstakes Period running when the entry is received. Limit one (1) entry per receipt. Purchase must be made in-store by September 30, 2017. As long as the purchase is made on or before September 30, 2017, Entrants will still have seven (7) calendar days from the date of purchase to enter the last Sweepstakes Period. For example, a customer who has made a purchase on September 30, 2017 will have until October 7, 2017 to complete the survey and receive an entry into the last Sweepstakes Period.

- B. Entry Method 2 (alternative method of entry):** This entry method is for those who have not made a purchase. Under this method of entry, during the Promotion Period, visit <https://survey.foreseeresults.com/steinmart?flow=SS&locale=en> and follow the steps to receive an entry into a Sweepstakes Period, including providing the requested registration information.

Regardless of the method of entry, the entry date will be the date that the Entrant either completes the Survey or receives an entry by the alternative method of entry, not the date of the receipt or purchase. Therefore, it is possible for an Entrant to complete a purchase during one Sweepstakes Period and receive an entry into the next Sweepstakes Period. Regardless of the method of entry, an Entrant may only enter the Promotion once per calendar day during the Promotion Period. A calendar day starts at 12:00 AM ET (midnight) and ends at 11:59:59 PM ET each day during the Promotion Period.

To be eligible for a Prize, the Entrant must comply with these Official Rules. Each Entrant must be the authorized account holder of a valid e-mail account. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, non-deliverable for any reason, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an Entrant, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. "Authorized account holder" is defined as the person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry constitutes permission (except where prohibited by law) to use Entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

- 4. RANDOM DRAWING:** On or about each of the Random Drawing Dates below, Administrator will randomly select one (1) potential winner ("Winner") from all eligible entries received during the Sweepstakes Period. Each Winner will be deemed a potential Winner pending verification of eligibility and compliance with these Official Rules. Entrants must enter during each Sweepstakes Period to be eligible to win the Prize for that Sweepstakes Period. **Entries will not be carried over from one Sweepstakes Period to the next Sweepstakes Period.**

Sweepstakes Period	Start Date (at 12:00 AM ET)	End Date (at 11:59:59 PM ET)	Random Drawing Date (on or about)	Notification Date (on or about)
1	10/1/2016	10/31/2016	11/9/2016	11/18/2016
2	11/1/2016	11/30/2016	12/9/2016	12/19/2016
3	12/1/2016	12/31/2016	1/9/2017	1/18/2017
4	1/1/2017	1/31/2017	2/9/2017	2/20/2017
5	2/1/2017	2/28/2017	3/9/2017	3/20/2017
6	3/1/2017	3/31/2017	4/10/2017	4/19/2017
7	4/1/2017	4/30/2017	5/9/2017	5/18/2017
8	5/1/2017	5/31/2017	6/9/2017	6/19/2017
9	6/1/2017	6/30/2017	7/10/2017	7/19/2017
10	7/1/2017	7/31/2017	8/9/2017	8/18/2017
11	8/1/2017	8/31/2017	9/11/2017	9/20/2017
12	9/1/2017	9/30/2017	10/11/2017	10/20/2017

**\*Purchase must be made in-store by September 30, 2017 but customers will still have seven (7) calendar days to enter the Promotion.**

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

**A. Prizes (1 per Sweepstakes Period):** Each Sweepstakes Period, one (1) Winner will receive a \$250 Stein Mart gift card (“Prize”). ARV of each Prize is \$250.

**B. General Conditions on Prizes:** Each Prize is subject to the terms and conditions printed thereon which shall govern the use of the gift card. Use of a Prize constitutes the user’s acceptance of the terms and conditions so each Winner should read the terms and conditions on the gift card carefully. Each Winner must protect his/her Prize and treat the Prize as he/she would any other valuable document. Prize will not be redeemed or exchanged for cash, except where required by law. Prize will not be replaced or replenished if it is lost, stolen, damaged, destroyed or used without Winner’s permission and will be voided if altered or defaced. Sponsor is not responsible for lost, stolen or unauthorized use of Prize. Limit one (1) Prize per household for the entire Promotion Period. After winning a Prize, the household will no longer be an eligible Entrant for all the future Sweepstakes Period Random Drawings. Prizes are non-transferrable and non-substitutable, except by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar Prize of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of a Prize(s) are the sole responsibility of Winner(s). If a Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and, time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsor’s sole discretion.

**C. Odds of Winning:** The odds of winning a Prize depend on the number of eligible entries received during each Sweepstakes Period.

**6. WINNER NOTIFICATION AND FULFILLMENT:** Potential Winners will be notified on or about the Notification Dates set forth in Section 4 of these Official Rules by e-mail using the contact information provided at the time of entry.

If a potential Winner is ineligible for any reason, then the potential Winner will be disqualified and an alternate Winner may be selected. Noncompliance with these Official Rules or the return of any Prize/Prize notification may result in disqualification and, at Sponsor's discretion, an alternate potential Winner may be selected by random drawing from among all remaining eligible entries received during the applicable Sweepstakes Period. Federal, state, and local taxes imposed on a Prize are the sole responsibility of each Winner. Administrator will ship the Prize directly to the Winner within approximately 6 to 8 weeks of the Notification Date.

- 7. CONDITIONS:** By entering the Promotion, each Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators (a) to release and hold harmless Promotion Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of the Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such Entrant's name on Facebook, Twitter or any other social media site and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion in Sponsor's sole discretion.
- 8. NO WARRANTIES, LIMITATION OF LIABILITY:** Sponsor makes no warranties covering any of the prizes furnished as part of this Promotion. All prizes, and all materials furnished as part of or in connection with the Promotion are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose. Promotion Entities are not responsible for, and shall be indemnified by the Winner against, any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of the Prize. Void where prohibited. IN NO EVENT WILL THE PROMOTION ENTITIES, THEIR AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.
- 9. PRIVACY:** Each Entrant agrees that personal data, including but not limited to, name, mailing address, telephone number, and e-mail address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Promotion and otherwise in accordance with Sponsor's Privacy Policy located at [www.steinmart.com/privacypolicy](http://www.steinmart.com/privacypolicy). Further, this data may also be used by Sponsor to verify an Entrant's identity, postal address and telephone number in the event an Entrant qualifies for any Prize as well as to deliver the

applicable Prize. If an Entrant does not provide the required data when requested, that entry will be ineligible for any Prize.

**10. ADDITIONAL TERMS:** Sponsor reserves the right to permanently disqualify from any promotion any person it believes has intentionally violated these Official Rules. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other acts outside the reasonable control of Sponsor will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to Entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Promotion. Promotion Entities are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic (including but not limited to programming) error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, illegible or returned. Sponsor reserves the right to cancel, modify, or suspend the Promotion or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. Sponsor may prohibit any Entrant or potential Entrant from participating in the Promotion, if such Entrant or potential Entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Sponsor, or Sponsor's agents or representatives, including but not limited to the Promotion Entities; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion). **CAUTION:** Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law, including criminal prosecution. In the event of such a dispute or in the event a potential winner entered via internet and a dispute arises regarding a specific individual entitled to receive a prize, entries made by internet will be declared made by the authorized account holder of the email address submitted at the time of entry and any damage made to the web site will also be the responsibility of the authorized account holder. Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, the processing of entries, the announcement of a prize or in any Promotion-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion.

**11. DISPUTES: EXCEPT WHERE PROHIBITED BY LAW THE PROMOTION 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 THE COUNTY OF OAKLAND IN THE STATE OF 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 AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH ITS STREAMLINED 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 THE STATE OF MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE STATE OF 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, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE STATUTE OF LIMITATIONS FOR ASSERTING ANY CLAIMS SHALL BE A PERIOD OF ONE (1) YEAR FROM THE END DATE OF THE PROMOTION PERIOD. ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. FURTHER, BY PARTICIPATING IN THE PROMOTION ENTRANTS WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTION.

**12. WINNERS LIST:** For a list of Winners in the Promotion, send a self-addressed, stamped business size envelope to: Stein Mart Survey Sweepstakes, Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests must be received by November 14, 2017.

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