

## **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. ELIGIBILITY**

**The CARHARTT(R) \$250 GIFT CARD SWEEPSTAKES** (the “Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Blue Collar Lists, and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

### **2. AGREEMENT TO OFFICIAL RULES**

Participation in the Sweepstakes constitutes full and unconditional agreement to and acceptance of these Official Rules and decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **3. SWEEPSTAKES PERIOD**

The Sweepstakes begins on August 1st, 2020 at 12:01 AM Eastern Time (ET) and ends on August 31st, 2020 at 11:59 PM ET (“Sweepstakes Period”). One (1) drawing will be conducted and one (1) prize will be awarded to the potential winner of the Sweepstakes. Sponsor’s server and computer clock is the official time-keeping device and its decisions are final and binding. Results of the Sweepstakes are not official until Sponsor expressly announces the final results and verifies the winners.

### **4. HOW TO ENTER**

During the Sweepstakes Period, log in to your Bluecollarlists.com account on a computer, wireless device, or through the Blue Collar Lists mobile application and visit the Rewards Page. Select the button associated with entry to win this prize utilizing your Blue Collar Rewards Points displayed on the rewards page. By selecting this option, users will be entered with one (1) entry into the Sweepstakes. Multiple entries are permitted. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. You may also enter by sending a 3x5 card complete with full name, address, email address, phone #, to Blue Collar Lists, LLC, CARHARTT, 114 R. Washington St., Marblehead, MA 01945. Limit one entry per stamped outer envelope. P.O. Boxes are not permitted. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be

submitted by the contestant. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's plays and/or entries, and that participant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same Blue Collar Lists account. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. 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. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest. Sponsor will not sell personal information submitted with entry to outside solicitors.

5. **PRIZES:** There will be one \$250 Carhartt Gift Card given to the winner of the Sweepstakes.

Restrictions and Limitations: Sponsor's decisions as to the operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. All prize details are subject to change and in the sole discretion of Prize Provider or representatives and in the event that Prize Provider is unable to provide a winner with his/her prize(s), the Prize Provider may elect, to provide winner(s) with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All unclaimed prizes or unused portion of the prize shall be forfeited in its entirety. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Sponsor and Prize Provider reserve right to substitute prizes of equal or greater value. No substitution or transfer of prizes permitted by winner. All prizes will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. Sponsor reserves right to substitute prizes of equal or greater value or different value; no substitution or transfer of prizes permitted by winner. All prize details not specified in these Official Rules will be determined in each of Sponsor's and Prize Provider's respective sole and absolute discretion.

6. **SELECTION OF WINNERS AND ODDS OF WINNING:** On or around September 14th, 2020, Sponsor, Prize Provider or either of their representatives will conduct a random drawing (the "Drawing") from all eligible entries to determine Potential Winner. Entries

are subject to verification and potential Winners are not declared final and shall not receive a prize until verified by Sponsor and/or Prize Provider. Sponsor's and/or Prize Provider's decisions are final and binding on all matters relating to this Sweepstakes. Odds of winning depend upon the total number of eligible entries received. Any attempts to exceed the limit of number of entries into the Sweepstakes by any method, including but not limited to, submitting multiple post cards or robotic entries, are prohibited and Sponsor and Prize Provider reserve the right, in their respective sole discretion, to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person.

7. **VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential winner(s) will be notified by email or telephone within two (2) weeks days after verification by Sponsor or Prize Provider or either of their respective representative. All potential winner(s) shall be required to provide Sponsor and the Prize Provider with his or her name, physical mailing address, telephone number, email address and a valid photo ID (U.S. license, passport or similar proof of identity that is acceptable to Sponsor and/or Prize Provider in their sole discretion). It is important to note that an Entrant is not a winner of any prize unless and until the Entrant's eligibility has been verified, and that the Entrant has received notice from Sponsor that he or she has in fact won. All potential winner(s) shall be required to execute an affidavit of eligibility as well as a liability release and, where permitted, a publicity release concerning said prize. If the actual retail value of the Prize is six hundred dollars (\$600.00) or more, the winner must provide additional information for tax purposes, which may include a complete Form W9 and Winner's social security number. Winner will be issued an IRS form 1099 for the actual value of the prize. Additional paperwork, releases, background checks or screenings, to the extent permitted by law, may also be required before a prize may be awarded. If contact with the potential winner is not done within five (5) days, or is declared ineligible by Sponsor, in its sole discretion, he or she forfeits the prize in its entirety. Potential winners agree that Sponsor or Prize Provider may shorten these timelines for any reason. If potential winner forfeits a prize, Sponsor may, but is not required to, select an alternate Winner(s) from the remaining eligible entrants. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with this Sweepstakes.

## 8. **GENERAL CONDITIONS**

This Sweepstakes is void outside the United States and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. Sponsor or Prize Provider reserve the right to disqualify any Entrant if, in the sole discretion of any of them, such Entrant is not in alignment with Sponsor's or Prize Provider's values, has acted

fraudulently in any way, prior, during or after the Sweepstakes, or if awarding a prize to the Winner could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on Sponsor or Prize Provider. Prize Provider will not award a prize to any Winner who has engaged in any abusive behavior. Fraudulent, abusive and any behavior in the realm of fraudulent or abusive are determined solely by the Sponsor or Prize Provider's and is not up to interpretation by any other party. Additionally, in such cases, if the Prize Provider already delivered a prize, they reserve the right to require the winner to return the prize. Sponsor and/or Prize Provider reserve the right, in their sole discretion, to prohibit any person or organization from becoming or remaining an entrant for any reason, including without limitation: (i) any attempt by an entrant to undermine the legitimate operation of the Sweepstakes by cheating, deception, or any other unfair practices; (ii) any Entrant violation of the Official Rules; or (iii) any Entrant acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or organization. Without limiting the foregoing, the use of automated software or computer programs to register or to enter the Sweepstakes is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Sponsor and/or Prize Provider reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor and Prize Provider will (if possible) select the winner based on eligible, non-suspect results received as of the date of the event giving rise to the termination, but PRIZE PROVIDER SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF CHEATING, IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS SWEEPSTAKES. CAUTION. ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. All Entrants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply.

## **9. RELEASE AND LIMITATIONS OF LIABILITY**

All Entrants hereby expressly agree to release and hold harmless Sponsor and Prize Provider as well as all of their respective subsidiaries, affiliates, suppliers, representatives, attorneys, 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 any and all liability for any claim cause of action, loss, harm, damages, costs or expenses, including without limitation property damages, personal injury or death arising out of participation in the Sweepstakes or receipt, acceptance, possession, use or misuse of any prize awarded as part of this Sweepstakes,

and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Entrants specifically agree to allow Sponsor to use personally identifiable information, such as their name and/or social media user name on Sponsor's social media pages (including but not limited to Facebook, Instagram, and Twitter) and at [www.bluecollarlists.com](http://www.bluecollarlists.com). Entrants acknowledge and agree that the Released Parties are not responsible or liable in any way for: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable donations or other communications; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation any damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Sweepstakes; (iii) any condition caused by events beyond the control of the Sponsor or Prize Provider that may cause the Sweepstakes or any results in the Sweepstakes to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Sweepstakes; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Sweepstakes; (vi) acceptance, possession, or use of any prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the Sweepstakes; (viii) for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on entrant's computer; and (ix) any alleged violation by Entrants of any law, regulation, or right held by a third party. Released Parties reserve the right to correct clerical or typographical errors in promotional materials. Entrants acknowledge that Sponsor and Prize Provider have neither made, nor are responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition, or fitness for a particular purpose. Any offer of points, rewards, prizes, or other benefits to Entrants from any celebrity or any other person with a fundraising page is from the fundraiser, not from Sponsor or Prize Provider, and neither have any responsibility for any such offer(s). By accepting the prize, winner agrees to release Released Parties and their directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity.

## **10. GOVERNING LAW AND DISPUTES**

Except where prohibited, Entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or other prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in the Commonwealth of Massachusetts; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will Entrant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will Entrants

be permitted to obtain awards for, and Entrants hereby waive 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 entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

11. **PRIVACY:** Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at [www.bluecollarlists.com](http://www.bluecollarlists.com). Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.
  
12. **WINNER LIST:** For a list of winners, please send a self-addressed, stamped envelope for receipt by on or before August 15th, 2020 to Sponsor at the address in Section 13 below. The list shall be sent only to requesting parties after the selection and verification of winners. The timing of which is not definite.
  
13. **SPONSOR AND PRIZE PROVIDER:** The Sponsor is Blue Collar Lists, LLC, 114 R. Washington St., Marblehead, MA 01945, who is administering the Sweepstakes. The Prize Provider is Blue Collar Lists, LLC.
  
14. **QUESTIONS REGARDING THIS SWEEPSTAKES?** Send an email to [rewards@bluecollarlists.com](mailto:rewards@bluecollarlists.com)

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED OR ENDORSED BY CARHARTT INC.**

**ALL TRADEMARKS AS REFERENCED HEREIN ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS AND ARE NOT THE PROPERTY OF BLUE COLLAR LISTS, LLC.**