

**BON-TON® MILLION ACTS OF GOODWILL INSTANT WIN GAME & SWEEPSTAKES
PROMOTION
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING**

**OPEN TO ALL LEGAL RESIDENTS AS OF TIME OF ENTRY OF CO, CT, ID, IL, IN, IA, KY,
MD, MA, ME, MI, MN, MT, NE, NH, NJ, NY, ND, OH, PA, SD, UT, VT, WV, WI, AND WY.**

ENTRANTS MUST BE 18 YEARS OR OLDER AS OF DATE OF ENTRY.

**RESIDENTS OF JURISDICTIONS NOT LISTED
ABOVE ARE NOT ELIGIBLE TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW**

- 1. BRIEF OVERVIEW OF HOW THE “BON-TON® MILLION ACTS OF GOODWILL INSTANT WIN GAME & SWEEPSTAKES” PROMOTION WORKS:** The Bon-Ton Million Acts of Goodwill Instant Win Game & Sweepstakes (the “Promotion”) consists of an Instant Win Game (the “Game”) and Sweepstakes (the “Sweepstakes”) that start August 25, 2016 at 12:00 PM (noon) Eastern Time (“ET”) and end October 1, 2016 at 11:59:59 PM ET (“Promotion Period”). Each day during the Promotion Period, you may sign-on to millionactsofgoodwill.com or from a mobile device (collectively, the “Website”) during the Promotion Period and follow the instructions to receive one (1) opportunity to play the Game (hereinafter sometimes referred to as “Game Play”) and simultaneously receive one (1) automatic entry into the Sweepstakes. NOTE: data rates may apply if you play via your mobile device. Entrants should consult their wireless service providers regarding their pricing plans. Regardless of the e-mail address you use, you may only participate in the Promotion once each day throughout the Promotion Period. However, you may also receive up to ten (10) additional opportunities to play the Game and ten (10) additional Sweepstakes entries by referring a maximum of ten (10) friends to participate in the Promotion as described in “Rule 5: Tell-A-Friend” below. A day will be deemed to start at 12:00 AM ET and end at 11:59:59 PM ET of that calendar day, with the exception of August 25, 2016 when a day will start at 12:00 PM ET and end at 11:59:59 PM ET. The computer of the independent agency Prize Logic, LLC (“PrizeLogic” or “Administrator”), is the official Promotion clock.
- 2. INSTANT WIN GAME: HOW TO PLAY:** Visit the Website and register by completing all of the requested information, including, but not limited to, your complete name (no initials), complete street address (P.O. Boxes not allowed), valid phone number and date of birth. Each day during the Promotion Period that you have registered, you will automatically receive one (1) opportunity to play the Game (a “Game Play”). In order for your Game Play to result in you being a potential “Game Prize Winner,” it must have occurred either at the exact randomly predetermined winning time as determined by The Bon-Ton Stores, Inc. (“Sponsor”) and/or PrizeLogic, or, if no Game Play has occurred at the exact randomly predetermined winning time, then it must be the Game Play that occurred at the closest time immediately following the randomly predetermined winning time. If you are a potential Game

Prize Winner, you will receive an e-mail informing you that you are a potential Game Prize Winner, pending confirmation and/or verification of your eligibility and Game Play and your compliance with the Official Rules. As stated above, all potentially winning Game Plays and Game Prize Winners are subject to confirmation and/or verification and compliance with these Official Rules as determined by Sponsor and/or PrizeLogic, whose decisions are final and binding in all matters pertaining to this Promotion. An entrant is not a winner of any prize, even if the Game Play should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. Promotion participants who have already won the allowed maximum of one (1) Game Prize ("Game Prize") during the Promotion Period may return to the Website to play the Game again in order to receive an additional automatic entry into the Sweepstakes. Limit: One (1) Game Play per person per day regardless of e-mail address used or method of entry, except as provided in "Rule 5: Tell-A Friend." Neither you nor a member of your household may win more than one (1) Game Prize throughout the Promotion Period, regardless of e-mail address used. Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered that a person has registered or attempted to register using multiple e-mail addresses or residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's Game Plays/entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (determined by Sponsor and/or Administrator in their sole discretion) may be disqualified.

3. INSTANT WIN GAME PRIZES, ODDS OF WINNING, & APPROXIMATE RETAIL VALUES:

- A. GAME PRIZES (38):** A total of thirty eight (38) Game Prizes are available to be won during the Promotion Period. Each Game Prize is a single Bon-Ton Stores Gift Card in the amount of \$100, which is good for purchases at your favorite Bergner's®, Bon-Ton®, Boston Store®, Carson's®, Elder-Beerman®, Herberger's®, or Younkers® store location or website.

Game Prizes will be mailed to confirmed winners within 2 – 4 weeks of the end of the Promotion Period. All Game Prizes will be fulfilled by mail only. Winners should not visit a store to pick up a Game Prize; stores will not have the Game Prizes available. Please make sure to provide your correct mailing address when registering for the Promotion as you will not be permitted to change your mailing address after registering. Gift Cards must be used in compliance with terms and conditions as stated at <http://www.bonton.com/product/home/gift+card/gift+card.do>. Game Prizes are not redeemable for cash and they are not transferable or substitutable, except by Sponsor, who reserves the right to substitute a Game Prize with one of equal or greater value for any reason as determined by Sponsor in its sole discretion. All costs and expenses associated with a Game Prize and its use, including

any federal, state, or local taxes, are solely the responsibility of each Game Prize Winner.

B. ODDS OF WINNING: Prizes in the Game are randomly seeded and available to be won at randomly designated winning times. In order for an entrant's Game Play to result in the entrant being a potential winner, it must have occurred either at the exact randomly predetermined winning time as determined by Administrator or, if no Game Play has occurred at the exact randomly predetermined winning time, then it must be the Game Play that occurred at the closest time immediately following the randomly predetermined winning time. The number of Game Prizes available to be won will decrease during the Promotion Period as Game Prizes are played for and/or claimed. The total number of Game Prizes will not exceed the number of Prizes as set forth in Section 4(B) of these Official Rules. All Game Prizes will be awarded provided there are a sufficient number of eligible Winners. Game Prizes that are unclaimed, unredeemed or returned as undeliverable may not be awarded. **NOTE:** A Game Prize Winner is eligible to win the Sweepstakes.

C. APPROXIMATE RETAIL VALUE ("ARV"): The ARV of each Game Prize is \$100. The total ARV of all available Game Prizes is \$3,800.

4. SWEEPSTAKES: HOW TO ENTER, PRIZES, ODDS OF WINNING, & APPROXIMATE RETAIL VALUES; TOTAL ARV:

A. HOW TO ENTER THE SWEEPSTAKES: Each time you play the Game during the Promotion Period, you will simultaneously receive an automatic entry into the Sweepstakes. On or about October 3, 2016, a random drawing will be held to select the one (1) potential Sweepstakes Grand Prize Winner, one (1) potential Sweepstakes First Prize winner, and one (1) potential Sweepstakes Second Prize winner from among the total number of all eligible entries received during the Promotion Period. The drawings will be conducted by PrizeLogic and its decisions will be final and binding in all matters pertaining to this Promotion. The potential Sweepstakes winners will be notified by e-mail or about October 3, 2016 at the e-mail address provided during Promotion registration. Entrants should regularly check their spam filters to ensure the spam filters do not contain any important Promotion-related e-mails.

B. SWEEPSTAKES GRAND PRIZE (1): The Sweepstakes Grand Prize Winner will receive a \$15,000 spring style and wardrobe makeover package which includes a meeting with a personal stylist who will evaluate the winner's closet and help build winner's wardrobe, a one on one shopping experience with a \$10,000 shopping spree at a Bon-Ton Store (awarded in the form of a gift card that may be used at any Bon-Ton store location or online at bonton.com), and a beauty and cosmetic consultation. The makeover package must be completed by December 8, 2016 or prize will be forfeited. Sponsor will contact winner to schedule an agreed upon date and time for package experience. The Grand Prize winner must agree to publicity of the stylist experience. Usage of the Gift Card is subject to the provisions set forth in the second paragraph of Section 3(A).

The Sponsor may, at its sole discretion, disqualify and select an alternate potential Sweepstakes Grand Prize Winner if: (a) a potential Sweepstakes Grand Prize Winner fails to respond to notification within the time specified by the Sponsor; (b) the return of notification as undeliverable; (c) the potential Sweepstakes Grand Prize Winner fails to provide the Sponsor with satisfactory proof of age, identity and residency; or (d) there is any other non-compliance with the Official Rules. The Sweepstakes Grand Prize is not transferrable or substitutable, except by the Sponsor in its sole discretion, with one of equal or greater value. All federal, state and local taxes are solely the responsibilities of the Sweepstakes Grand Prize Winner. The ARV of the Sweepstakes Grand Prize is \$15,000.

C. SWEEPSTAKES FIRST PRIZE (1): The Sweepstakes First Prize Winner will receive a Bon-Ton Stores Gift Card in the amount of \$2,500, good toward purchases at your favorite Bergner's®, Bon-Ton®, Boston Store®, Carson's®, Elder-Beerman®, Herberger's®, or Younkers® store location or website. Usage of the Gift Card is subject to the provisions set forth in the second paragraph of Section 3(A). The ARV of the Sweepstakes First Prize is \$2,500.

D. SWEEPSTAKES SECOND PRIZE (1): The Sweepstakes Second Prize Winner will receive a Bon-Ton Stores Gift Card in the amount of \$1,000, good toward purchases at your favorite Bergner's®, Bon-Ton®, Boston Store®, Carson's®, Elder-Beerman®, Herberger's®, or Younkers® store location or website. Usage of the Gift Card is subject to the provisions set forth in the second paragraph of Section 3(A). The ARV of the Sweepstakes Second Prize is \$1,000.

Sponsor may, at its sole discretion, disqualify and select an alternate potential Sweepstakes Winner if: (a) a potential Sweepstakes Winner fails to respond to notification within the time specified by Sponsor; (b) the return of notification as undeliverable; (c) the potential Sweepstakes winner fails to provide Sponsor with satisfactory proof of age, identity and residency; or (d) there is any other non-compliance with the Official Rules. The Sweepstakes prizes are not transferrable or substitutable, except by Sponsor in its sole discretion, with one of equal or greater value. All federal, state, and local taxes are solely the responsibilities of the Sweepstakes winners.

E. ODDS OF WINNING: The odds of winning a Sweepstakes prize depend upon the total number of all eligible entries received throughout the Promotion Period.

F. TOTAL ARV OF SWEEPSTAKES PRIZES: The total ARV of all Sweepstakes prizes is \$18,500.

G. TOTAL ARV OF GAME PRIZES AND SWEEPSTAKES PRIZES: The total ARV of the Game Prizes and the Sweepstakes prizes is \$22,300.

- 5. TELL-A-FRIEND:** You can receive up to a maximum of ten (10) additional Game Plays and automatic Sweepstakes entries by following the on-line instructions to share the Promotion on Facebook or Twitter. Upon clicking the button to share the Promotion, either a message with a unique link will be posted to your Facebook Wall or a Sponsor-written Tweet with a unique link will be posted to your Twitter feed (collectively referred to as an "Invitation"). To obtain a bonus Sweepstakes entry/Game Play, your Facebook Friend or Twitter follower must click on the unique link in the Invitation and complete and submit the registration information requested and enter the Promotion. Upon the Facebook Friend's/Twitter follower's successful registration into the Promotion, you will receive one (1) bonus Game Play and automatic Sweepstakes entry. Limit one (1) bonus Game Play and automatic Sweepstakes entry for each Facebook Friend/Twitter follower who registers for the Promotion by following the unique link in the Invitation, up to ten (10) total bonus Game Plays/Sweepstakes entries throughout the Promotion Period.
- 6. ELIGIBILITY:** The Promotion is open only to legal residents of either CO, CT, ID, IL, IN, IA, KY, MD, MA, ME, MI, MN, MT, NE, NH, NJ, NY, ND, OH, PA, SD, UT, VT, WV, WI, or WY who are eighteen (18) years and older as of date of entry into the Promotion. Persons who are officers, directors, or employees of Sponsor, its affiliates, subsidiaries, their respective advertising, promotion and web design agencies, including PrizeLogic, (collectively, "Sponsor & Others") and members of their household or their immediate family, i.e., spouse, parent, child, sibling, grandparent, and the "steps" of each and their household members and other individuals/entities involved in the creation, development, administration, fulfillment, supply to and/or advertisement of this Promotion are not eligible to enter or win. For purposes of the Promotion, an Entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry/Game Play. Entrants will not be allowed to change their physical address or e-mail address. Each Entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules.
- 7. INTERNET/LIMITATIONS OF LIABILITY:** Sponsor & Others are not responsible for illegible, lost, late, incomplete, stolen, misdirected postage due, or undeliverable, e-mail, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Sponsor & Others are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Sponsor & Others are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Promotion. If Sponsor, in its sole discretion, decides that the Promotion, regardless of the reason, is not capable of

running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR & OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS ANY PRIZE. AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.** In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

8. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Promotion will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as such is stated at <http://www.bonton.com/content/privacy-policy/brandcontent.html> and any opt-ins you may have agreed to during the registration process.
9. **RELEASE:** By participating in the Promotion, all entrants release, indemnify, and hold harmless Sponsor & Others from any and all liability injuries, claims, damages, losses, or causes of action of any kind, whether to property or person, arising directly or indirectly out of the acceptance, possession, enjoyment, use and/or misuse of any prize or component of any prize including without limitation personal injury, death, property damage, defamation, infringement of intellectual property rights, and claims based on the rights of publicity, misappropriation of personality and privacy.

10. PUBLICITY RIGHTS: By accepting a prize, prize winners agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered, World Wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

11. GENERAL: Entrants must have "cookies" enabled to participate in this Promotion. Entrants who disable "cookies" on their browser will not be able use the Website to enter the Promotion. By entering this Promotion, participants agree to abide by and accept these Official Rules throughout the Promotion Period and the decisions of Sponsor or PrizeLogic which shall be final and binding in all matters relating to this Promotion. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more Prizes be awarded than are stated in these Official Rules. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded for any prize according to these Official Rules, the intended prize will be awarded in a random drawing from among all verified prize claims received for that prize. All federal, state and local laws and regulations apply. **THIS SWEEPSTAKES 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 OAKLAND COUNTY, 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 THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS 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 MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, 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 OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.** If any provision or provisions of these Official Rules shall be held to be invalid, illegal, unenforceable or in conflict with the law of any

jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. All entries and/or materials submitted become the property of Sponsor and will not be returned. Sponsor & Others are not responsible for any lost, late, undeliverable/undelivered, or postage due mail. Void in all jurisdictions except those specifically included above, in PR and wherever restricted or prohibited by law.

12. WINNERS LIST: To obtain the name of the Winners, send a self-addressed stamped envelope, by December 1, 2016 to: Winner List, Million Acts of Goodwill, P.O. Box 251238, West Bloomfield, MI 48325.

Customer service inquiries can be made at [Contact Us](#).

SPONSOR: The Bon-Ton Stores, Inc., 2801 East Market Street, York, PA 17402.

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