

Craftsman Club 25th Anniversary Instant Win Game Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Craftsman Club 25th Anniversary Instant Win Game (the "Game") is open only to individuals who at the time of entry are: (i) legal residents of the fifty (50) United States and the District of Columbia; (ii) at least eighteen (18) years old; (iii) a Craftsman Club Member; and (iv) a Shop Your Way ("SYW") Email Member (members who have provided Sponsor with a valid email address and are currently opted in to receive promotional emails from SYW). To become a Craftsman Club member at no cost, visit <http://www.Craftsman.com>. To become a SYW member at no cost, visit <http://www.shopyourway.com>. Employees of Sears Holdings Management Corporation, and its direct and indirect subsidiaries who hold a position of Divisional Vice President (e.g., Vice Presidents, Senior Vice Presidents, etc.) or higher, General Motors, LLC., the Texas Motor Speedway as well as their immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter or win. Sponsor's employees must be in good standing as determined by Sponsor's human resources department at the time of entry and prize award.

The Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Game. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Sears Holdings Management Corporation, 3333 Beverly Rd., Hoffman Estates, IL 60179.

3. Timing: The Game begins on August 15, 2016 at 12:00:00 am Central Daylight Savings Time ("CDT") and ends on October 16, 2016 at 11:59:59 pm CDT (the "Game Period").

4. How to Play: During the Game Period, (i) visit <http://www.shopyourway.com/sweeps> and log into the "Sweeps" application on SYW. Select the Sweepstakes banner, click "Get Started Now" and follow the online instructions to accept these Official Rules and our privacy policy; and (ii) Answer the Poll Question. Your answer will not be judged. Complete these steps, (collectively, i and ii) to receive one (1) play ("Play") into the Game.

Additional Game Plays:

Once entrants complete the Play method described above, each entrant may earn up to five (5) total bonus game plays ("Bonus Game Plays") during the Game Period by following the on-screen instructions.

- **Enter Sweeps Code (Earn one (1) Bonus Game Play):** Once you successfully enter the Game by completing the primary Play method as described above, a confirmation email will be sent to the email address associated with your Shop Your Way account. The confirmation email will contain a "Sweeps Code" as well as a link back to the Game. Either copy and paste that URL into your browser or click on the link. Then, enter the Sweeps Code into the "Enter Sweeps Code" field, and click the

"Go" button to receive one (1) Bonus Game Play. You will only receive one (1) Bonus Game Play regardless of how many times you enter the same Sweeps Code. If you have not received the Sweeps Code at the email address associated with your SYW account within twenty-four (24) hours of entry, please contact us at Sweeps@searshc.com

- **Follow the "Craftsman" Brand Page (Earn one (1) Bonus Game Play):** Go to www.shopyourway.com and select the "Craftsman" Brand to "Follow" to receive one (1) Bonus Game Play. To "Follow" the "Craftsman" Brand, search for the "Craftsman" Brand in the search bar (brands will be labeled accordingly), select the brand you wish to "Follow," and click it to open the "Craftsman" Brand page. Once on the "Craftsman" Brand page, click the "Follow" button. If you are already following the "Craftsman" Brand, you will automatically receive one (1) Bonus Game Play.
- **Follow the "Craftsman Club" Topic Page (Earn one (1) Bonus Game Play):** Go to www.shopyourway.com and select the "Craftsman Club" Topic page to "Follow" to receive one (1) Bonus Game Play. To "Follow" the "Craftsman Club" Topic page, search for the "Craftsman Club" Topic in the search bar (Topics will be labeled accordingly), select the Topic you wish to "Follow," and click it to open the "Craftsman Club" Topic's page. Once on the "Craftsman Club" Topic page, click the "Follow" button. If you are already following the "Craftsman Club" Topic page, you will automatically receive one (1) Bonus Game Play.
- **Share the Game on Facebook (Earn one (1) Bonus Game Play):** Click the "Sweepstakes" page on the left hand navigation of SYW. Select this Sweepstakes, and expand the entry by hitting the ">" button. Choose the "Facebook" icon found on the bottom right-hand corner, and sign onto your account using your Facebook login information. After the link loads in the pop-up window—and you are satisfied with all the fields—hit the "Share Link" button to add to your Facebook feed. You will only receive one (1) Bonus Game Play for sharing the Game on Facebook regardless of how many times you share the Game.
- **Share the Game on Twitter (Earn one (1) Bonus Game Play):** Click the "Sweepstakes" page on the left hand navigation of SYW. Select this Sweepstakes, and expand the entry by hitting the ">" button. Choose the "Twitter" icon found on the bottom right-hand corner, and sign onto your account using your Twitter login information. After the link loads in the pop-up window—and you are satisfied with all the fields—hit the "Share Link" button to add to your Twitter feed. You will only receive one (1) Bonus Game Play for sharing the Game on Twitter regardless of how many times you share the Game.

If your screen displays a non-prize-winning message, you are not a winner of any prize. Prizes are seeded at randomly selected times throughout the Game Period, and are awarded to the entrant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by Sponsor's computer on or after a randomly-selected time during the Game Period) and receive a prize-winning message will win a prize (subject to verification). All Plays must be received and recorded during the Game Period to be eligible. An entrant is not a winner of any prize, even if a winning prize message or any other aspect of the Game should so indicate, unless and until the entrant's eligibility and the potential winning claim have been verified. Sponsor will not accept screen shots or other evidence of winning in lieu of the validation process.

Your opinions of any product or brand should accurately and honestly reflect your thoughts and experiences regarding that product. **No purchase of any product is necessary.** Game Plays must be obtained legitimately.

Limit: Limit one (1) Play per day per person/SYW Member during the Game Period. Limit up to sixty-three (63) Plays per person/SYW Member during the Game Period. Limit up to five (5) Bonus Game Plays per person/SYW Member available during the Game Period. For purposes of this Game, a "Day" begins at 12:00:01 am CDT each calendar day and ends at 11:59:59 pm CDT the same day. The number of Instant Win prizes available to be won will decrease during the Game Period as Instant Win prizes are awarded and claimed.

Note: Each day an entrant plays the "Craftsman Club 25th Anniversary Instant Win Game" during the Game Period, the entrant will also earn one (1) Sweepstakes Entry into the "Craftsman Club 25th Anniversary Sweepstakes" up to sixty-three (63) Sweepstakes Entries. Each entrant who plays the "Craftsman Club 25th Anniversary Instant Win Game" with a Bonus Game Play will earn one (1) Sweepstakes Entry into the "Craftsman Club 25th Anniversary Sweepstakes" up to five (5) Sweepstakes Entries. An entrant may earn up to a total of sixty-eight (68) Sweepstakes entries into the "Craftsman Club 25th Anniversary Sweepstakes" during the "Craftsman Club 25th Anniversary Instant Win Game". The "Craftsman Club 25th Anniversary Sweepstakes is subject to complete Official Rules available at <http://s.syw.net/rules/craftsmansweeps>.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods may void that entrant's entries and that entrant may be disqualified, in Sponsor's discretion. Use of any automated system to participate is prohibited and may result in disqualification, in Sponsor's discretion. In the event of a dispute as to any registration, the authorized account holder of the SYW account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned to the SYW account. Each potential winner may be required to show proof of being the SYW account holder.

5. Winner Notification/Odds: In addition to an on-screen winner notification message, the potential winner will be notified by email at the email address associated with the potential winner's SYW account. Odds of winning depend on the number of eligible Plays received and the order in which such Plays are received.

The potential winners are subject to verification. If a potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then that potential winner will be disqualified and his/her prize will be forfeited. Sponsor may provide the winners with a W-9 which winners must complete and return to Sponsor for tax reporting purposes or prize may be forfeited, in Sponsor's sole discretion. Prize Winners may be issued an IRS 1099 form. Any prize won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents, if any.

Receiving a prize is contingent upon compliance with these Official Rules. Please allow four (4) to six (6) weeks for shipment of Grand Prizes after winner's confirmations. All First Prizes will be awarded on a temporary basis until such time that First Prize Winners have been verified by Sponsor. In the event that a First Prize Winner is not verified, Sponsor reserves

the right to reverse point award posted to that member's account. All First Prizes will be credited to SYW Accounts within approximately ten (10) weeks after the verification of the winners.

6. Fifty (50) Prizes and their approximate retail values ("ARV"): Twenty-Five (25) Grand Prizes: Twenty-five (25) Winners will each receive one (1) Craftsman 5-Drawer Standard Duty Ball Bearing Tool Chest designated by Sponsor. ARV of each Grand Prize: \$159.99; and **Twenty-Five (25) First Prizes:** Twenty-five (25) Winners will each receive forty thousand (40,000) Shop Your Way Surprise Points redeemable only for Craftsman Tools at any Sears retail store location or online at sears.com. ARV of each First Prize: \$40.00. **Total ARV of all prizes: \$4,999.75.** Receipt, use and redemption of points are subject to the terms and conditions at www.shopyourway.com/sywr-terms-of-service. The ARV of each prize is determined as of the date of printing of these Official Rules. The difference in value of a prize as stated herein and value at time of prize notification, if any, will not be awarded. All First Prizes must be redeemed within fourteen (14) days from receipt or Prize will be expired. Prizes are non-transferable, are not redeemable for cash and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. **Limit: up to two (2) prizes per person/SYW account.**

Exact version/model will be determined in Sponsor's sole discretion. Each Grand Prize Winner acknowledges that Released Parties have not 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 any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

Grand Prizes are taxable income to the winners and Grand Prize Winners will be responsible for all taxes and fees associated with prize receipt and/or use. First Prize Winners may be responsible for taxes associated with the prize receipt and/or use, if any. If a winner is an associate of Sears Holding Management Corporation or its direct and indirect subsidiaries, the prize will be added to the winner's W-2 reportable earnings and be subject to payroll taxes and income tax withholding. For these associates only, Sears Holdings Management Corporation (or the appropriate corporate affiliate) will include a tax gross-up equal to 35% of the value of the prize, which is intended to offset most, but not necessarily all, taxes due on the prize.

7. Release: By receipt of any prize, each winner agrees to release and hold harmless Sponsor and its direct and indirect subsidiaries, suppliers, distributors, advertising/promotion agencies, and prize suppliers (if any), and each of their respective parent companies and each such company's officers, directors, employees and agents; Facebook, Inc.; and Twitter Inc. (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 Game or receipt or use or misuse of any prize or any item redeemed in connection with a prize and/or use of the Content.

8. Publicity: Except where prohibited, participation in the Game constitutes a winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown, state submitted for promotional purposes in any media now known or hereinafter developed, worldwide, without further payment or consideration.

Winners' names and likenesses may be published on SYW website, in Sponsor's sole discretion.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Game, 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 Game, 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 Game 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 Game 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 Game; (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 Game; (4) technical or human error which may occur in the administration of the Game 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 Game or receipt or use or misuse of any prize or any item redeemed in connection with a prize. If for any reason an entrant's Play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Game Play, if it is possible. If, for any reason, the Game is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Game, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Game and all remaining prizes not distributed at the time of cancellation, termination or suspension will not be awarded. If due to a computer programming, production, technical, seeding, or other error or reason, more prizes are claimed than intended to be awarded according to Section 6, prizes will be awarded in a random drawing from among all valid prize claims received. No more than the stated number of prizes will be awarded.

11. Binding Arbitration: Any controversy or claim arising out of or relating to this Game shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to

be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS GAME IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE GAME, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GAME, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

12. Governing Law & Jurisdiction: The Official Rules and the Game are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Game Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Game, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Illinois, in the City of Chicago.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy found at <http://www.shopyourway.com/privacy-policy>. You understand that you are providing your information to Sponsor and not to Facebook or Twitter.

14. Winners List: To obtain a list of winners, visit www.shopyourway.com/SweepsSYW. The Winners List will be posted after winner confirmations and verifications are complete.

This Game is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter.