

BLOOMINGDALES'S "\$2000 HOLIDAY SHOPPING SPREE SWEEPSTAKES" OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. These Official Rules govern the "\$2000 Holiday Shopping Spree Sweepstakes" ("Sweepstakes"), which is offered by Bloomingdale's By Mail, LTD ("Sponsor").

1. **SWEEPSTAKES PERIOD.** Sweepstakes begins at 12:01 am, EST on November 5, 2009, and ends at 11:59 pm, EST on December 31, 2009 (the "Sweepstakes Period"). All entries must be received prior to the end of the Sweepstakes Period.

2. **ELIGIBILITY.** Sweepstakes open to legal residents of the 50 United States and District of Columbia, who are least eighteen (18) years of age as of date of entry, except employees of Sponsor and its affiliates, subsidiaries, advertising and promotion agencies, and such employees' immediate family members and/or those living in the same household. Sweepstakes void in Puerto Rico and where prohibited by law.

3. **HOW TO ENTER:** Visit www.bloomingdales.com (the "Sweepstakes Site") and follow instructions to enter. All entries submitted become the sole property of Sponsor and cannot be returned. The Sweepstakes Site shall be the official timekeeper. Each entrant can identify up to ten (10) friends who will be invited to participate. Providing such contacts will not increase an entrant's chance of winning.

4. **ADMINISTRATION:** Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In case of any doubt as to identification of participant, the natural person who owns the email address utilized to enter shall be deemed to be the participant. Sponsor is not responsible for entries that are lost, late, garbled, damaged, illegible or otherwise deficient or incompletely received for any reason. Sponsor also is not responsible for any typographical or other errors in offer, administration of the Sweepstakes or the award of the prize. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or otherwise in violation of the rules. Sponsor further reserves the right to cancel, terminate or modify any promotion not capable of completion as planned, including by tampering, unauthorized intervention or force majeure. By entering, each participant confirms (or as to participants who are minors in the jurisdiction in which they reside, their parents/legal guardians confirm) that s/he has read these Official Rules and agrees that s/he understands and will comply with them, attests to being over eighteen (18) years of age at time of entry, and affirmatively "opts in" to receive marketing email communications from Bloomingdale's. To the extent permitted by law, participation constitutes consent, without further compensation or approval, to use of participant's name, likeness and/or biographical data for advertising and promotional purposes by Sponsor or its designee, whether or not in connection with Sweepstakes. Each participant also agrees to be solely responsible for his/her own actions and for any liability related to his/her participation or any prize offered and to

release, defend and hold Sponsor, its parent and affiliated companies, any prize provider and each of their respective related companies, officers, directors, employees, agents, insurers, successors and assignees, harmless from any liability for losses, damages or injuries in connection with his/her participation in the Sweepstakes or award or use of a prize.

5. **PRIZE DESCRIPTION:** One (1) winner will receive a \$2000 Bloomingdale's Gift Card. Winner shall be solely responsible for all federal, state or local taxes, fees and any and all other costs and expenses associated with the prize. No substitution of prize will be permitted except by Sponsor, which, at its discretion, may substitute a prize (or portion of a prize) of equal or greater value. Prize not transferable or exchangeable and cannot be redeemed for cash or used to pay account balance.

6. **SELECTION OF WINNERS:** Winners will be selected by means of a random drawing to be held on or about January 10, 2009. Participants need not be present at drawing. Potential winner will be notified on or about January 15, 2009, by mail and/or email. Odds of winning determined by the number of entries received. Potential winners will be required to complete, sign and return an "Affidavit of Eligibility and Release," a copy of which will be included in the material provided with notification of having been selected as the potential winner. If winner is a minor in the state of residence, prize will be awarded in the name of the parent or legal guardian who will execute the necessary affidavit and release. If a potential winner (or his/her parent/legal guardian) does not complete, sign and return such Affidavit of Eligibility and Release within ten (10) days of notification or otherwise does not comply with these Official Rules, that person will be disqualified and will forfeit the prize. A forfeited, refused and returned prize will be awarded to an alternate winner selected in the same manner as the disqualified potential winner.

7. **APPLICABLE LAWS AND JURISDICTION.** Sweepstakes subject to all applicable local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of New York. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in New York. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. All judgments or awards shall be limited to actual out-of-pocket damages and shall not include attorneys' fees, incurred due to participation in this Sweepstakes on and shall not include any indirect, punitive, incidental and/or consequential damages.

8. **PRIVACY.** Information collected from entrants is subject to Sponsor's Privacy Policy (<http://www.bloomingdales.com/service/start/safeshopping/privacy.jsp>).

9. **WINNERS:** For list of winners, send a written request and stamped, self-addressed envelope (VT residents may omit return postage) to: Bloomingdales.com, "Holiday Shopping Spree Sweepstakes", 909 Third Avenue, 14th Floor, New York, NY 10022. (No phone calls please.)

10. **SPONSOR:** Bloomingdale's By Mail, LTD, 909 Third Avenue, New York, NY 10022.

