

## Gap Inc. Insiders January-December 2021 Monthly Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Gap Inc. Insiders January-December 2021 Monthly Sweepstakes (the "Sweepstakes") is open only to Gap Inc. Insiders Community Members who are 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. Win notification and prize will be sent to each winner's email address associated with his/her Account, so be sure your information is up to date. Employees of Gap, Inc., Fuel Cycle Inc., Merkle Inc., and their parent and affiliate companies 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 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 and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Gap Inc., 2 Folsom St., San Francisco, CA 94105. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on January 1, 2021 at 12:00 a.m. Pacific Time ("PT"), ends on December 31, 2021 at 11:59 p.m. PT (the "Promotion Period") and consists of twelve (12) monthly entry periods (each a "Monthly Entry Period") as outlined in the chart below:

Monthly Entry Period	Start Date (at 12:00 a.m. PT)	End Date (at 11:59 p.m. PT)	Approximate Drawing Date
January	1.1.21	1.31.21	2.12.21
February	2.1.21	2.28.21	3.12.21
March	3.1.21	3.31.21	4.12.21
April	4.1.21	4.30.21	5.12.21
May	5.1.21	5.31.21	6.11.21
June	6.1.21	6.30.21	7.12.21
July	7.1.21	7.31.21	8.12.21
August	8.1.21	8.31.21	9.13.21
September	9.1.21	9.30.21	10.12.21
October	10.1.21	10.31.21	11.12.21
November	11.1.21	11.30.21	12.13.21
December	12.1.21	12.31.21	1.13.22

Sponsor's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, click the link contained in your email invitation or visit [www.gapincinsiders.com](http://www.gapincinsiders.com) to login to your Gap Inc. Insiders account ("Account"). Then, follow the links and instructions to complete an available survey, study or activity ("Survey"). Upon successful completion of a Survey, you will automatically receive one (1) entry into the applicable Monthly Entry Period.

Multiple entrants are not permitted to share the same Account or email address. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address associated with the Account used to register will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being an authorized account holder.

**5. Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during each Monthly Entry Period, on or around the dates set forth in the chart in Section 3 above. Entries from one Monthly Entry Period will **not** carry-over into subsequent Entry Periods. The potential winners will be notified by email with the prize code included. Win email and prize will be sent to each winner's email address associated with his/her Account, so be sure your information is up to date. If a potential winner of any prize cannot be contacted or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**6. Prizes:** NINETY-SIX (96) PRIZES (8 prizes awarded each Monthly Entry Period): Winner will receive one (1) Gap Inc. eGiftCard valued at one hundred dollars (\$100.00). The eGiftCard will be delivered directly to the winner's email address associated with his/her Account.

Gap Inc. eGiftCards are issued by and represent an obligation of Direct Consumer Services, LLC, a California limited liability company ("DCS") and are distributed by CashStar, Inc., a Delaware corporation ("CashStar"). The eGiftCard may be redeemed for merchandise at any Gap, Old Navy, Banana Republic, or Athleta store location, including Outlet and Factory stores, in the U.S., D.C., Puerto Rico, and Canada. The eGiftCard may also be redeemed online for merchandise at gap.com, oldnavy.com, bananarepublic.com, athleta.com, gapfactory.com, and bananarepublicfactory.com. If you return merchandise originally purchased with an eGiftCard, any refund will be issued in the form of a plastic gift card issued by DCS which may be used at any of these stores or online. Any merchandise purchased with an eGiftCard is subject to the applicable store or online return policies. Purchases will be deducted from the amount of this eGiftCard until the value reaches zero. The eGiftCard may not be applied as payment on any credit card account. You may not use an eGiftCard to purchase other eGiftCards. eGiftCards are redeemable for cash only when required by law. Void if resold or transferred for value. For full terms and conditions please visit: [https://gap.cashstar.com/about/terms\\_and\\_conditions/](https://gap.cashstar.com/about/terms_and_conditions/).

For All Prizes: Prizes are non-transferable, 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. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries during the applicable Monthly Entry Period. Limit: One (1) prize per person per Monthly Entry Period.

**7. Release:** By participating in the Sweepstakes, winners agree to release and hold harmless Sponsor, Administrator, Fuel Cycle Inc., and their respective subsidiaries, affiliates, suppliers, 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 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 Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each entrant's consent

to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, widespread illnesses, declarations of war, acts of God, or acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (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, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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 State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://corporate.gapinc.com/en-us/consumer-privacy-policy>.

**13. Winner List:** For a winner list, visit <https://bit.ly/2Y09ks3>. The winner list will be posted after winner confirmation is complete.

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