

#WhyIHike Official Rules

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

1. Eligibility: #WhyIHike (the “Contest”) is open only to legal residents of the fifty (50) United States, the District of Columbia, and Canada (excluding Quebec) who are at least eighteen (18) years old at the time of entry. Employees, paid guides, athletes, and influencers of Eddie Bauer LLC or HelloWorld, Inc., and any of their respective parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of the foregoing, are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations. The Contest is void in Quebec and where prohibited.

2. Sponsor: Eddie Bauer LLC, 10401 NE 8th Street, Suite 500, Bellevue, WA 98004.
Administrator: HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest 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 this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on April 8, 2018, at 12:00 a.m. Eastern Time (“ET”), ends on September 30, 2018, at 11:59 p.m. ET (the “Contest Period”), and consists of six (6) “Monthly Entry Periods” described in the chart below, as well as a Grand Prize Entry Period that spans the entire Contest Period. The servers of Twitter and Instagram are the official time-keeping device for the Contest.

Entry Period	Starts at 12:00 a.m. ET	Ends at 11:59 p.m. ET	Approximate Winner Notification Date
April	April 8, 2018	April 30, 2018	May 8, 2018
May	May 1, 2018	May 31, 2018	June 8, 2018
June	June 1, 2018	June 30, 2018	July 10, 2018
July	July 1, 2018	July 31, 2018	August 7, 2018
August	August 1, 2018	August 31, 2018	September 11, 2018
September	September 1, 2018	September 30, 2018	October 8, 2018
Grand Prize	April 8, 2018	September 30, 2018	October 8, 2018

5. How to Enter: To participate, you will need to have a Twitter and/or Instagram account (each a “Social Account”). Creating each Social Account is free, but is subject to the account provider’s applicable terms and conditions (<http://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). If you enter the Contest or post on the Social Accounts via a mobile device using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account must be set to “unprotected” and/or “public” in order for your Tweets or comments to Sponsor’s posts to be viewable by Sponsor.

During the Contest Period, take the following actions to enter:

(1) Take a photo that tells your story about why you hike; and
(2) tweet/post your photo on Twitter or Instagram. Your Tweet or Instagram Post must also include:

- (a) the hashtags #WhyIHike #Contest; and
- (b) tag @EddieBauer.

Your Tweet or Instagram Post may optionally include a description of why you hike. Your Tweet or Post will be referred to as your "Submission."

Your Submission need not include any reference, positive or negative, to Sponsor's products or services. By posting your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below, and that Sponsor may disqualify you if it believes that your Submission fails to conform.

Guidelines:

- The Submission must meet the format and size requirements of the social platform used to enter;
- If the Submission contains a description of why you hike, text should *not* be an overlay on image; and
- The Submission must include #WhyIHike #Contest and @EddieBauer.

Permissions: Entrant must have permission from any recognizable individuals (or their parent or legal guardian, in the case of minors) who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth in Section 6. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights;
- The Submission must not contain content created by a third party, such as images or artwork;
- The Submission must not prominently feature brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Submission in this Contest;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Each Submission posted or Tweeted must be unique. Submissions generated by script, macro, or other automated means are void. Multiple entrants are not permitted to share the same Social Account. In the event of a dispute as to any registration, the authorized account holder of the Social Account used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address used to create the Social Account. Each potential winner may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed, or misdirected Submissions, or failure to receive Submissions due to limitation of third-party social network platforms, all of which will be void.

6. Sponsor's Use of Submissions: By posting a Submission, you represent and warrant that the Submission complies with these Official Rules and you grant to Sponsor (and its designees) a royalty-free, irrevocable, perpetual, non-exclusive right and license to use, reproduce, modify, publish, create derivative works from, and display such Submission, in whole or in part, on a worldwide basis, and to incorporate the Submission into other works, in any form, media, or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will be asked to sign documentation for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: After each Monthly Contest Period, a panel of qualified judges, determined by Sponsor in its sole discretion, will select twenty-five (25) entrants with the highest-scoring Submissions (the "Potential Monthly Winners") from among all eligible Submissions received during the applicable Monthly Entry Period, based on the following criteria (“Judging Criteria”):

- Photo demonstrates the ‘WhyIHike’ theme in a storytelling manner that’s inspirational, humorous, whimsical, or otherwise creatively evocative (65%);
- Quality of Photo (35%).

In the event of a tie, the entrant whose Submission received the highest score for “Quality of Photo,” as determined by the qualified judges, in their sole discretion, will be deemed the applicable Potential Monthly Prize Winner from among the tied entrants. Sponsor reserves the right to select fewer than twenty-five (25) potential Monthly winners after each Monthly Entry Period if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

After the conclusion of the Contest Period, the judging panel will select the potential Grand Prize winner from among all of the Monthly Prize winners using the Judging Criteria and tie-breaking procedure described above.

8. Winner Requirements: On or around the dates listed in the chart in Section 4, each potential winner will be notified by @EddieBauer through the Social Account used to enter and will be directed to an online form, where each will be required to provide his/her name, mailing address, and date of birth to confirm eligibility and for prize fulfillment

purposes within 3 days of the date notice or attempted notice is sent in order to claim the prize. Each potential winner who is a Canadian resident will also be required to complete a U.S. IRS Form W-8Ben. Potential Grand Prize winner (or parent/legal guardian, if winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent in order to claim his/her/the prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration or provide any other requested information, within the required time period (as applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain unawarded.

9. Prizes: ONE (1) GRAND PRIZE: Winner will have the choice of one of the following trip prizes:

A trip to Yosemite: Trip package includes round-trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to San Francisco, CA; seven (7) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); Yosemite Half Dome Adventure Hike; a full-day hike provided by National Recreation and Parks Association; \$1,500 USD spending money; \$800 USD allowance for rental car; and travel agent services.

A trip to Whistler: Trip package includes round-trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Vancouver, BC; seven (7) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); Whistler Waterfall Explorer guided hike; Whistler Bear Adventure Hike; Whistler Ancient Cedars Hike; \$1,500 USD spending money; \$800 USD allowance for rental car; and travel agent services.

A trip to Kauai: Trip package includes round-trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Kauai, HI; seven (7) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); one-day private hiking tour; \$2,500 USD spending money; \$800 USD allowance for rental car; and travel agent services.

For All Trips: *There is inherent risk associated with the hiking activities offered in each trip. Winner and travel companion may be required to wear protective gear, and by accepting this trip prize, will be accepting these risks.* Winner must complete the trip by November 1, 2019, or prize will be forfeited. If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round-trip. Sponsor will determine airline and flight itinerary in its sole discretion. No

refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are the sole responsibility of the winner. Unless the child of the winner, all travel companions must be eighteen (18) years of age or older as of the date of travel and must travel on the same itinerary and at the same time as the winner. If winner is a minor in his/her place of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Where international travel is selected, winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round-trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates. Actual value of each trip may vary, based on airfare fluctuations and distance between departure and destination. Winner will not receive the difference between actual and approximate retail value.

TAX ASSISTANCE PAYMENT – If Grand Prize Winner is from the United States: Sponsor will also provide the Grand Prize winner, if a resident of the United States, an additional payment which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will vary based on the trip selected by winner. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize.** Sponsor will not provide any further assistance toward the winner's tax obligations.

TAX WITHHOLDING – If Grand Prize Winner is from Canada: If the Grand Prize winner is a resident of Canada, Sponsor will remit the Tax Gross-Up Payment described above to the IRS (the United States tax agency) as required by law. Winner will receive a U.S. tax form 1042 from the Administrator reflecting the total value of the prize, including the Tax Gross-Up Payment amount remitted to the IRS.

Approximate Retail Value ("ARV") of the Grand Prize, including the Tax Gross-Up Payment, ranges from \$10,000 USD - \$16,143 USD.

ONE HUNDRED FIFTY (150) MONTHLY PRIZES (25 awarded each Monthly Entry Period): Eddie Bauer gift card (terms and conditions apply) valued at \$100 USD (for winners who are residents of the United States) and \$100 CAD (for winners who are residents of Canada). Gift cards will be mailed to winner's home address. ARV: \$100 USD/CAD.

TAX WITHHOLDING FOR CANADIAN WINNERS: If a Monthly Prize winner is a resident of Canada, Sponsor will gross-up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the IRS (the United States tax agency) as required by law, and winner will receive a U.S. tax form 1042 from the Administrator reflecting the total value of the prize, including the gross-up amount, and the withholding amount submitted to the IRS will be noted separately.

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 (or a component thereof) 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. **Limit:** One (1) First Prize and one (1) Grand Prize per person. First Prizes will be fulfilled 8–10 weeks after the end of each Monthly Contest Period.

10. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Twitter, Inc., Instagram LLC, Administrator, and their respective parent companies, 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 Contest or receipt or use or misuse of any prize, including any related travel.

11. Publicity: Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state or province, likeness, photo, including winner's Social Account profile photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

13. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (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 Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

14. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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, U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 Contest, 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.

15. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <http://www.eddiebauer.com/company-info/company-info-privacy-and-security.jsp> and Administrator's Privacy Policy <http://www.HelloWorld.com/privacy-policy>.

16. Winner List: For a winner list, visit <http://bit.ly/2tvA733>. The winner list will be posted after winner confirmation is complete.

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