

SYWR "Walk In To Win" Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN (DATA RATES MAY APPLY). A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Shop Your Way Rewards "Walk In To Win" Sweepstakes (the "Sweepstakes") is open only to individuals who are: (i) legal residents of the fifty (50) United States and the District of Columbia, (ii) at least eighteen (18) years old at the time of entry, and (iii) a Bonus Shop Your Way Rewards Member at the time of entry. To become a Shop Your Way Rewards member at no cost, visit <http://www.shopyourway.com/rewards>. 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 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 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 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: Sears Holdings Management Corporation, 3333 Beverly Rd., Hoffman Estates, IL 60179.

3. Timing: The Sweepstakes begins on November 23, 2012 at 12:00:01 am Central Time ("CT"), and ends on November 29, 2012 at 11:59:59 pm CT (the "Promotion Period").

4. How to Submit an Entry: During the Promotion Period, visit www.shopyourway.com. Find the "Shopin Sweepstakes" banner on the Shop Your Way website. You will be prompted to download and install the free Shop Your Way application ("Application") from the iTunes App Store (for iPhone) or from Google Play (for Android). **The Application is free of charge, however Data rates may apply on use thereof.** Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Once you have downloaded and installed the Application, visit any Sears store and "Shopin" from inside the store premises by accessing the app on your phone and selecting "Shopin" and the store location where you are currently located to receive one entry into the Sweepstakes. **You must enable GPS through your Location Services setting in order to "Shopin."** Visit www.shopyourway.com and select this Sweepstakes to confirm your Sweepstakes entry by November 29, 2012. **TO ENTER WITHOUT SHOPPING IN ON A MOBILE DEVICE:** To receive one Sweepstakes entry without visiting a Sears or Kmart store, click on the "Alternate Method of Entry" link on the Sweepstakes banner and enter your AMOE code ("Code") as directed. If you do not have a Code, you can request one by clicking on the "Get one here" on the enter code screen. The Code will be sent to the email associated with your Shop Your Way Rewards account. **No purchase of any product is necessary.**

As used herein, "Content" refers to all content you submit in connection with the Promotion (e.g., "Shopin" comments, etc.). Content will not be judged.

Entrants represent and warrant that their Content is the original work of such entrant, it has not been copied from others, it has not previously won awards, it does not violate the rights of any other person or entity, and publication of the Content via various media including Web posting will not infringe on the rights of any third party. Any Entrants indemnify and hold harmless, Released Parties from any claims to the contrary.

Limit: Limit one (1) entry per person/Shop Your Way Rewards Member during the Promotion Period.

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 Shop Your Way Rewards account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned to the Shop Your Way Rewards account. Each potential winner may be required to show proof of being the Shop Your Way Rewards account holder.

By submitting Content, you agree that your Content is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to use or otherwise disclose the ideas contained in the Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Content, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

All Content submitted by you must conform to the additional submission requirements set forth herein:

- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- Content cannot infringe trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, or contain any personal identification other than entrants;
- Content cannot infringe copyrighted materials owned by others;
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and

- Content cannot depict, and cannot itself, be in violation of any law.

5. Drawing:

Sponsor will randomly select the potential Sweepstakes winner from all eligible entries received from both entry methods, on or around November 30, 2012. The potential winner will be notified by a newsfeed story, on <http://www.shopyourway.com/tag/win-your-way/1863996>, and/or by email. Odds of winning a prize depend on the number of eligible entries received.

Potential winner is subject to verification. Potential winner may be required to fully complete, sign and timely return an unaltered Affidavit of Eligibility/Liability Release provided by Sponsor, and, where lawful, an unaltered Publicity Release within seven (7) days of prize notification. 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 prize may be forfeited. Winner may be issued an IRS 1099 form. 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. The prize will be awarded on a temporary basis until such time that winner has been verified by Sponsor. In the event that winner is not verified, Sponsor reserves the right to reverse point award posted to member's account.

Receiving a prize is contingent upon compliance with these Official Rules. Prize will be credited to your Shop Your Way Rewards Account (as listed on your entry if winner entered via mail) within approximately 10 weeks after the verification of the winner.

6. Prize: One (1) winner will receive 25,000 Shop Your Way Rewards Points. Receipt, use and redemption of points are subject to the terms and conditions at www.shopyourway.com/sywr-terms-of-service. Approximate Retail Value: \$25.00. Prize is 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.

Prize is taxable income to the winner and winner will be responsible for all taxes and fees associated with prize receipt and/or use, if any. If the 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. Limit: One (1) prize per person/Shop Your Way Rewards account.

7. Release: By receipt of any prize, 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 (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 or any item redeemed in connection with a prize and/or use of the Content.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown, state, and wish list submitted for promotional purposes in any media now known or hereinafter developed, worldwide, without further payment or consideration. Winner's name and likeness may be published on Shop Your Way Rewards website, in Sponsor's sole discretion.

9. Ownership & License: Providing Content grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Content in any way, in any and all media, without limitation, and without consideration to the entrant. By accepting a prize, each winner agrees that his or her Content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Content. Sponsor reserves the right to alter, change or modify the winning Content, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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 Sweepstakes, 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 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.

11. 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. If the Sweepstakes, or any part of it, is discontinued for any

reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prize offered herein. 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.

12. Binding Arbitration: Any controversy or claim arising out of or relating to this Sweepstakes 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 SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE SWEEPSTAKES, 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 PROMOTION, 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.

13. Governing Law & Jurisdiction: The Official Rules and the Sweepstakes 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 Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, 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 12 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.

14. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy found at www.sears.com/shc/s/nb_10153_12605_NB_CSprivacy?adCell=AF.

15. Winner List: For a winner list, visit <http://www.shopyourway.com/tag/win-your-way/1863996>. The winner list will be posted after winner confirmation and verification are complete.