

## Lands' End Kids' Holiday Art Contest

**Theme:** "Holiday Fun." What do you do to make it special? Go sledding? Decorate cookies? Trim the tree? Send us your best holiday drawing.

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Eligibility.** The Lands' End Kids' Holiday Art Contest (the "Contest") is open to U.S. residents (excluding Puerto Rico), twelve years old or younger as of November 20, 2009. The Contest is not open to family members of the employees of Lands' End, Inc., Kmart and Sears Holdings Corporation and each of their respective affiliated companies, subsidiaries, and advertising or promotional agencies.  
  
A Lands' End Preferred School becomes eligible when a student from their preferred school enters the Contest by submitting their school name, address and preferred school number on the entry form. Only preferred schools enrolled in the Lands' End Preferred School program as of October 19, 2009, are eligible.
3. **Entry.** The Contest will begin at 12:01 a.m. (C.S.T.) on October 19, 2009, and all entries must be postmarked by November 20, 2009 (the "Contest Period"). Your artwork must be done **vertically** on an 8½" x 11" single piece of paper (no matting). Please print entrant's name and phone number on the back of the artwork.

**Mail Entry:** To enter, complete an Official Entry Form available at [landsend.com/artcontest](http://landsend.com/artcontest) beginning October 19, 2009. A parent or guardian must sign the Entry Form. Signature indicates that entrant and/or guardian has read all rules and agrees to abide by them. You can also enter by printing entrant's name, date of birth, age, address, city, state, zip code and telephone number, as well as the name of your school, Lands' End Preferred School number (if your school is a member of the Lands' End Preferred School Program), your school address, along with your parent or guardian's signature, on a "3" x 5" card or piece of paper. Send your entry to Lands' End Kids' Holiday Art Contest, 1 Lands' End Lane, Dodgeville, Wisconsin 53595. All entries must be postmarked no later than 11:59p.m. (C.S.T.) on November 20, 2009. No mechanical reproductions permitted. Only one entry per person.

All entrants and their parents or guardians hereby agree that upon their submission, all art and the rights to create any derivative works using this art and all proprietary rights therein, become the exclusive property of Lands' End, Inc., and that Lands' End, Inc. shall have the right to reproduce the art and use it and the entrant's name and likeness for promotional purposes, without further compensation. By entering the contest, entrant and his/her parents or guardians represent that entrant is the artist and that the art does not infringe the proprietary right of any third party. No submissions that include any

copyrighted, licensed or trademarked characters or names shall be accepted. Upon entry, each entrant and his/her parents or guardians also release Lands' End from all liability arising from his/her entry in the Contest and use of the prizes, and agree to sign any additional documentation which Lands' End may reasonably request addressing this or any other Contest rules. Lands' End reserves the right to request from any entrant, additional documentation it reasonably believes is necessary to validate any entry or award any prize.

Lands' End, Inc. ("Sponsor") will not be responsible for incomplete, lost, late, post-due, misdirected or illegible entries. Any questions regarding the number of entries submitted shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

4. **Judging.** Winners will be selected on or about December 14, 2009, from all eligible entries received by November 20, 2009. Judging will be done on the basis of interpretation of the contest theme, composition quality and originality. The prize determination will be conducted based on the criteria above by judges that Lands' End selects. By participating, entrants agree to be bound by the Official Rules and the decisions of the judges, which shall be final and binding in all respects.

5. **Prizes and Odds.**

**Individual Prizes** for each of the following age groups: Ages 1-6, Ages 7-9, and Ages 10-12 shall be as follows:

One (1) First Prize Winner will receive a \$500 Lands' End Gift Card.

One (1) Second Prize Winner will receive a \$250 Lands' End Gift Card.

One (1) Third Prize Winner will receive a \$100 Lands' End Gift Card.

Odds of winning depend on the number of eligible entries received.

**Lands End Preferred School Prize**

One (1) Lands' End Preferred School shall be randomly selected from all Official Entry Forms which include the child's Lands' End Preferred School name, address and preferred school number for a Three Thousand Dollar (\$3,000) award to be used towards art supplies for their school.

6. **Winner Notification and Acceptance.** Individual Prize winners will be notified by telephone and/or U.S. Mail on or about December 14, 2009. Lands' End Preferred School winner will be notified on or about January 4, 2010. Return of prize notification as undeliverable may result in disqualification and an alternate winner may be selected. Winners may waive their right to receive prizes. Prizes are nonassignable and nontransferable. No substitutions allowed, except that prizes and individual components

of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes. Winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law) which must be returned within ten (10) days of date of postmark. Failure to sign and return the affidavit or release within ten (10) days, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to an alternate winner. Prizes won by minors will be awarded to parent or legal guardian who must sign any affidavit or release required by Sponsor. Except where prohibited, participation in the Contest constitutes entrant's consent to the publication of his or her name, biographical information and likeness in any media, including, but not limited to landsend.com, social networking websites, internet, advertisements and/or publications, etc. for any commercial or promotional purpose, without limitation or further compensation. For prize winners list (available after January 15, 2010), send a self-addressed, stamped envelope to Sponsor, Lands' End, Inc., 5 Lands' End Lane, Dodgeville, WI 53595, Attn: Direct Marketing/Art Contest.

7. **Participation.** By participating, entrants agree to be bound by these Official Rules and the decisions of the judges. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.
8. **Disclaimers.** By entering, participants acknowledge and agree that the Sponsor, Sears Holding Corporation, and their respective corporate parents, subsidiaries, and affiliates, and the officers, employees and agents of each of them (collectively, the "Contest Entities") will not be liable for losses or injuries of any kind resulting from any participant's acceptance, possession, use and/or misuse of any prize(s), travel to or from any prize-related activity, participation in the Contest, printing, mailing or distribution errors, or any malfunctions of the telephone network, computer Internet system, computer dating mechanism, computer equipment, software, or any combination thereof. Without limiting the generality of the foregoing, the Contest Entities will not be responsible or liable for any injury or damage to any participants or third person's computer and/or its contents, related to or resulting from the Contest. Sponsor reserves the right to terminate, suspend or modify the Contest if, at its sole discretion, it determines that for any reason the Contest is not capable of running as originally planned, or fraud, technical failures, printing, mailing or distribution errors, or any other unanticipated causes or occurrences have compromised the fairness or integrity of the Contest. In the event the Contest is terminated prior to the stated end date, Sponsor reserves the right to award all prizes in a random drawing from among all eligible entries received as of the date of termination.
9. **Construction.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and Sponsor, shall be governed by, and construed in accordance with the

laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules or provisions (whether of Wisconsin, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Wisconsin. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. **General Release**. By entering the Contest, contestants release Lands' End, Inc., any other promotional sponsors, and each of their respective affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).
11. **Sponsor**. The Lands' End Kids' Holiday Art Contest is sponsored by Lands' End, Inc., whose decisions regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. If you have any questions regarding this Contest, please contact the Direct Marketing Dept./Art Contest at Lands' End, Inc., 5 Lands' End Lane, Dodgeville, Wisconsin 53595.