



# Kmart Ratings and Reviews Internet Sweepstakes

2007 OFFICIAL RULES

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## **NO PURCHASE NECESSARY.**

To Enter. To enter, go to [www.kmart.com](http://www.kmart.com) and complete a product review ("entry"). Each completed product review submitted in accordance with [kmart.com](http://www.kmart.com) product review submission guidelines will be automatically entered in the sweepstakes. Rejected submissions will not be entered. Link here to review the submission guidelines: <http://reviews.sears.com/2328/02073122000/reviews.htm?action=ShowGuidelines>

Entrant must supply a valid e-mail address to be used in prize winner notification only. No mechanically reproduced entries will be accepted. All entries must be received between 12:00 AM (CST) on November 4, 2007 and 11:59 PM (CST) on December 1, 2007. There is no limit to the number of product reviews per person, per valid e-mail address, per entry period. Entries will not be held over into subsequent drawings. In case of dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Automated entries are prohibited, and any use of such automated devices will cause disqualification. Sponsor and its advertising and promotions agencies are not responsible for lost, late, illegible, misdirected or stolen entries or transmissions, or problems of any kind whether mechanical, human or electronic. Sweepstakes entries are the property of Sponsor and will not be returned.

- 1. Eligibility.** Only open to legal residents of the 50 United States and Washington, DC, who have Internet access and are 18 years or age and older. Void where prohibited or restricted by law. Employees of Sponsor and its affiliates, its dealers, its advertising and promotional agencies, its judging organization, manufacturers or distributors of Sweepstakes materials and their immediate families in the same household are not eligible. All federal, state and local laws and regulations apply. This promotion is intended for viewing in the United States only and shall only be construed and evaluated according to United States law. You are not authorized to participate in the Sweepstakes if you are not located within the United States.
- 2. Prize Details.** Weekly Prize (1): \$250.00 Kmart Gift Card. Total value of all prizes: \$1,000.00. All prizes claimed will be awarded. Prize cannot be transferred, substituted, or redeemed for cash except at Sponsor's sole discretion. Prize is not transferable. Federal, state and local taxes are the responsibility of the winner. Sponsor reserves the right to substitute a prize with a prize of equal or greater value. Only one prize per family or household. If winner is deemed a minor in his/her state of residence, prize will be awarded in the name of a parent or legal guardian.
- 3. Drawing and Awarding of Prizes.** Winners of prizes will be determined in a weekly random drawing from all entries received. Drawings will be held as outlined below by Bazaarvoice, Inc., an independent judging organization whose decisions are final on all matters relating to this sweepstakes. Odds of winning are determined upon the number of entries received prior to each drawing. Winners of the Sweepstakes will be notified by email no later than one week from the end of each weekly drawing. If potential winner cannot be reached within five (5) calendar days from the first notification attempt, then such person shall be disqualified and an alternate winner will be selected. Winner will be required to supply his/her name, complete address and telephone number to be used to award prize only by replying to e-mail notification within (5) calendar days of notification, or such person shall be disqualified and an alternate winner will be selected. Winner may be required to sign an affidavit of eligibility and liability/publicity release within 14 days after notification is mailed, or prize will be forfeited and awarded to an alternate winner.

	Begins 12:00 a.m. CST	Ends 11:59 p.m. CST	Drawing Date (on or about date listed below)
Week 1	November 4, 2007	November 10, 2007	November 14, 2007
Week 2	November 11, 2007	November 17, 2007	November 21, 2007
Week 3	November 18, 2007	November 24, 2007	November 28, 2007
Week 4	November 25, 2007	December 1, 2007	December 5, 2007

4. **Limitation of Liability.** Winners agree that (except where prohibited) Sponsor may use winner's name, picture, portrait, likeness and voice for advertising and promotional purposes without further compensation. Sponsor, its promotional and advertising agencies, and all respective officers directors, employees, representatives and agents shall have no liability and shall be held harmless by winners for any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, possession, use or misuse of prize or participation in this Sweepstakes. Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration. 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 attorney's fees. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes should virus, bugs, non-authorized human intervention or other causes beyond the control of sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. In such event, Sponsor may award prizes in a random drawing from all eligible entries received up to the date of cancellation or suspension. Sponsor and its promotion and advertising agencies are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by the sponsor, users or by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the promotion. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. Offer void where prohibited and subject to federal, state and local laws. Product reviews consist of written, photo or video reviews. Terms and conditions allow SHC the rights to moderate or remove content at their discretion.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

5. **Winners List/Rules.** For a winners' list, send a stamped, self-addressed envelope for receipt by 12/2/07, to Kmart Ratings and Reviews Sweepstakes Winners, Sears Holdings Management Corporation, 3333 Beverly Road, G2-124A, Hoffman Estates, IL 60179. VT residents may omit return postage.

6. **Sponsor:** Sears Holdings Management Corporation, 3333 Beverly Road, Hoffman Estates, IL 60179

7. **Sweepstakes Administrator:** Bazaarvoice, Inc., 6500 River Place Blvd., Bldg 1, Ste. 350, Austin, TX 78730.

