

Barneys New York Peace & Love Have a Hippie Holiday VW Promotion Official Rules

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

1. Eligibility: Barneys New York Peace & Love Have a Hippie Holiday VW Promotion (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old and who are licensed drivers at the time of entry. Employees of Barney's, Inc., Volkswagen Group of America, Inc., CarbonFund.Org Foundation, ePrize, LLC, 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. Subject to all applicable federal, state, and local laws and regulations. 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 the prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Barney's, Inc., 575 5th Avenue, New York, NY 10017. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on November 10, 2008 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2008 at 11:59 p.m. ET (the "Promotion Period"), or while supplies last. Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are three (3) methods of entry:

- a.) **In-Store Donation Method:** During the Promotion Period and during store hours, visit a participating Barneys store and follow the instructions to purchase a sweepstakes entry card ("Card") for a donation of \$100 to CarbonFund.Org. You will receive one (1) Card and one (1) entry for each \$100 donation, up to a total of five (5) entries.
- b.) **Online Donation Method:** During the Promotion Period, visit www.barneys.com and follow the links and instructions to complete and submit the registration form, including a valid home address. P.O. Boxes are not permitted. Then, follow the links and instructions to purchase a sweepstakes entry card ("Card") for a donation of \$100 to CarbonFund.Org. You will receive one (1) Card and one entry for each \$100 donation, up to a total of five (5) entries.
- c.) **Mail-in Free Method:** To enter without making a donation, hand print your name, address, day and evening phone numbers, email address (if any) and age on a 3" x 5" piece of paper and mail it with proper postage to "Barneys New York Peace & Love Have a Hippie Holiday VW Promotion," c/o ePrize, LLC, P.O. Box 8070, Royal Oak, MI 48068-8070. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten, must be postmarked by January 2, 2009 and received by January 9, 2009. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt.

by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each participant may enter five (5) times during the Promotion Period, regardless of method or combination of methods of entry, and while supplies last. The entrant is the natural person who made the donation or mailed in the request. 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 will void that entrant's entries and that entrant may be disqualified. 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 used to register will be deemed to be the registrant or player. 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. The potential winner may be required to show proof of being the authorized account holder.

For Donation Method of Entry: One-hundred (100) percent of donations will go to CarbonFund.Org a registered not-for-profit organization in Washington D.C. THIS DONATION MAY NOT BE TAX DEDUCTIBLE IN THE MUNICIPALITY AND/OR STATE WHERE YOU FILE INCOME TAXES AND/OR WITH THE FEDERAL GOVERNMENT. Information concerning CarbonFund.Org, including financial, licensing or charitable purpose(s) may be obtained by writing to: Carbonfund.Org, 1320 Fenwick Lane, Suite 206, Silver Spring, MD 20910, ATT: VW Carbon Neutral Project or by calling (240) 247-0630.

5. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around January 29, 2009. The potential winner will be notified by email, mail or phone. The potential winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his or her prize. If a potential winner cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner 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. Prize will be fulfilled approximately 8-10 weeks after winner confirmation.

6. Prize: ONE (1) GRAND PRIZE: An all-new 2008 custom-painted Volkswagen New Beetle, all features determined by Sponsor, in its sole discretion and \$10,000 that may be used toward taxes. Sponsor will determine all features of automobile, including but not limited to, color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with prize. Winner must take delivery of prize from the automobile dealership designated by Sponsor. Approximate Retail Value ("ARV"): \$35,000. 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 the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Total ARV of all prizes: \$35,000.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Volkswagen Group of America, Inc., CarbonFund.Org Foundation, Administrator, 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. The New Beetle is covered by manufacturer's warranty only and will not cover custom paint job.

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, prize, 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, 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 these Official Rules 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, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, 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 any or all of the prizes 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.

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 ePrize, LLC's Privacy Policy <http://www.eprize.com/privacy/privacypolicy.html> and Sponsor's Privacy Policy http://www.barneys.com/Privacy%20Policy/PRIVACY_POLICY.default.pg.html.

13. Winner List: Winner List requests will only be accepted after the promotion end date (listed above) and no later than May 31, 2009. For the Winner List, send an email with subject line: "Barneys New York Peace & Love Have a Hippie Holiday VW Promotion, Winner List Request," to WinListRequests@eprizefulfillment.com.

14. Name Removal Notification System: If you would like your name removed from Sponsor's mailing list, send a 3x5 card to: Barneys New York, 575 5th Avenue, New York, NY 10017. ATT: Marketing, and your name will be removed within sixty (60) days of the request.

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