

**The Kay® Jewelers Holiday Unwrapped Sweepstakes
No Purchase Necessary**

1. **Sweepstakes Period:** The Kay® Jewelers Holiday Unwrapped Sweepstakes (the "Sweepstakes") starts at 10:00 a.m. Eastern Time ("ET") on December 1, 2014 and ends at 11:59 p.m. ET on December 14, 2014 ("Sweepstakes Period").
2. **Eligibility:** The Sweepstakes is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older as of date of entry. Employees of Sterling Jewelers Inc. ("Sponsor"), Ignite Social Media ("Administrator"), Don Jagoda Associates, Inc., and each of their respective parent companies, affiliates, subsidiaries, retailers, advertising and promotion agencies and judging organizations (collectively with Sponsor and Administrator, the "Sweepstakes Parties"), as well as their immediate family members (spouses, parents, children, siblings, and their spouses) and/or persons living under the same household are not eligible to enter. This Sweepstakes shall be construed and evaluated solely according to United States law and subject to all federal, state and local laws and regulations. Void where prohibited. By entering, you acknowledge compliance with these Official Rules, including eligibility requirements.
3. **How To Enter for Weekly Drawings: NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.** To enter each week's (as defined below) Weekly Prize drawing, visit www.KayHolidayUnwrapped.com (the "Website") during the Sweepstakes Period and enter your email address and agree to the Official Rules. Then, select a gift to unwrap a prize. When the prize is revealed, you may select that prize or you may swap the gift for another gift up to two (2) times that day. To receive additional swaps, you may share the Sweepstakes one (1) time per day on Facebook, Twitter, and/or Pinterest to receive an additional swap, for a total of three (3) additional swaps per day. Once you have selected your prize (or run out of swaps), complete the registration form (if you have not done so already) and click enter to receive one (1) entry into that week's (as defined below) random drawing for the selected prize ("entry"). Limit one (1) entry per person/email address per day, regardless of how many swaps you have made. Entries will not be carried forward to subsequent weekly drawings, if any. For the purposes of this Sweepstakes, a "day" is defined as beginning at 10:00 a.m. ET each day and ending at 9:59:59 a.m. ET the next day except for December 14, 2014, which will begin at 10:00 a.m. ET and end at 11:59:59 p.m. ET. For the purposes of this Sweepstakes, a "week" is defined as beginning at 10:00 a.m. ET each Monday and ending at 9:59 a.m. ET the following Monday, except for the last week, which ends on Sunday, December 14, 2014 at 11:59:59 p.m. ET.

Refer-a-Friend Entries: From the Thank You or Already Entered Page, you will be prompted to share the Sweepstakes on Facebook, Twitter, or Pinterest via a unique link. Upon clicking on this link, the referred friend will be directed to the Website where he/she will be prompted to complete an entry. You will receive one (1) additional entry into that week's drawing for each friend (up to 10 total per week) that clicks on your unique link and subsequently registers for the Sweepstakes through your link ("Refer-a-Friend entry"). Refer-a-Friend entries will be eligible for the weekly entry period in which your friend enters. Limit ten (10) Refer-a-Friend entries per person/email address per each week of the Sweepstakes Period. Entries and Refer-a-Friend entries will not be carried forward for any subsequent weekly drawing.

You must pay normal Internet access and data usage charges that may be imposed by your online or mobile service providers. Incomplete, incorrect, corrupted, or untimely entries are void and will be

disqualified. Duplicate or multiple online entries from the same person/email address or the same person using different email addresses/accounts per day/week are not permitted and will be automatically eliminated.

4. **Entry Submission:** Collectively, all eligible entries, and Refer-a-Friend entries are referred to as “Entries”. Automated Entries, regardless of method of submission, are prohibited, and any use of such automated devices will cause disqualification. All Entries must be complete to be eligible. All Entries become the property of Sponsor and will not be returned, and Sponsor will not verify receipt of Entries.

5. **Prizes and Approximate Retail Values (“ARV”):**

Week One Prizes (15)	
Sponsor-specified Gift #1	\$259.00
Sponsor-specified Gift #2	\$949.00
Sponsor-specified Gift #3	\$239.00
Sponsor-specified Gift #4	\$399.99
Sponsor-specified Gift #5	\$179.00
Sponsor-specified Gift #6	\$109.00
Sponsor-specified Gift #7	\$579.00
Sponsor-specified Gift #8	\$599.00
Sponsor-specified Gift #9	\$329.92
Sponsor-specified Gift #10	\$199.99
Sponsor-specified Gift #11	\$50.00
Sponsor-specified Gift #12	\$100.00
Sponsor-specified Gift #13	\$150.00
Sponsor-specified Gift #14	\$200.00
Sponsor-specified Gift #15	\$250.00
Week Two Prizes (15)	
Sponsor-specified Gift #1	\$1,129.00
Sponsor-specified Gift #2	\$339.00
Sponsor-specified Gift #3	\$679.00
Sponsor-specified Gift #4	\$139.00
Sponsor-specified Gift #5	\$229.00
Sponsor-specified Gift #6	\$299.99
Sponsor-specified Gift #7	\$299.99
Sponsor-specified Gift #8	\$89.99
Sponsor-specified Gift #9	\$129.00
Sponsor-specified Gift #10	\$409.90
Sponsor-specified Gift #11	\$50.00
Sponsor-specified Gift #12	\$100.00
Sponsor-specified Gift #13	\$150.00
Sponsor-specified Gift #14	\$200.00
Sponsor-specified Gift #15	\$250.00

All prizes are Sponsor-specified. Availability of chain lengths and ring sizes vary by style, if applicable.

Winners are solely responsible for all taxes in connection with the prize (if applicable), including without limitation federal, state and local taxes, and the reporting consequences thereof. Prizes (or any portions of prizes) are nontransferable, non-assignable, and no substitution or cash redemption is allowed, except

that Sponsor reserves the right to award a prize of equal or greater value if an advertised prize (or portion of a prize) is unavailable.

6. **Random Drawings and Winner Notification:** At the end of each week, there will be fifteen (15) separate random drawings from among all eligible Entries received for each prize via Rule #3 during week one and week two as defined above, for a total of thirty (30) random drawings for the Sweepstakes Period.

Weekly drawings will be conducted on or about the Monday following each weekly end date (December 8, 2014 and December 15, 2014). Drawings will be conducted by the Administrator, an independent judging organization whose decisions are final on all matters relating to this Sweepstakes. Prizes will be awarded and potential winners will be notified by phone, email and/or mail. Winners will need to provide a valid email address and mailing address in order to receive their prize. Weekly Prize winners may be required to verify address before delivery of prize. Weekly Prize winners of a prize worth \$600 or over will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (where legal) to Administrator within five (5) days following the date of issuance of notification, which will be sent via email, or prize will be forfeited and an alternate winner will be selected. Return of any prize or prize notification as undeliverable may result in disqualification and alternate selection. Acceptance of a prize constitutes permission for Sweepstakes Parties to use winners' names, pictures, and likenesses for promotional purposes in any and all media throughout the Universe in perpetuity without further compensation except where prohibited by law. Odds of winning a prize are dependent upon the number of eligible Entries received for each prize each week throughout the Sweepstakes Period.

7. **General Rules:** By participating in this Sweepstakes, each participant agrees to be bound by these Official Rules and instructions and by all decisions of the Sweepstakes Parties, which are final and legally binding in all matters relating to this Sweepstakes. By participating, entrants and winners agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties from and against any claims, damages, or liability due to any damages, or losses or injuries to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes. Entrants further agree not to pursue any right, claim or action against the Sweepstakes Parties in connection with their participation in this Sweepstakes. No responsibility is assumed for lost, misdirected or late Entries. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. An "authorized account holder" of an email address is the natural person in whose name the email address has been issued by the Internet Access provider or on-line service provider or the applicable site. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or websites; violates the Official Rules; or acts in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor and its agencies are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes which may limit the ability of an individual to participate in or accept a prize in the Sweepstakes, or by any human error

which may occur in the processing of the Entries in this Sweepstakes. Sponsor and its agencies are not responsible for any typographical error in the printing of these Official Rules, administration of the Sweepstakes or in the announcement of the Sweepstakes prizes. Sponsor and its agencies are not responsible for damages to user's system occasioned by participating in the Sweepstakes or downloading any information to participate in the Sweepstakes. Sponsor reserves the right to modify or cancel any of the portions of the Sweepstakes if they become technically corrupted. In such event, Sponsor would award the prizes from among all applicable eligible Entries received for each prize each week prior to cancellation.

8. **Dispute Resolution:** By entering this Sweepstakes, entrants agree that 1) Any and all disputes, claims, and of action arising out of or connected with the Sweepstakes or the prizes shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and shall not include any punitive, consequential or other damages, including costs associated with entering the Sweepstakes but in no event include attorneys' fees; 3) The value of the prizes as set forth above represents Sponsor's determinations of the ARVs in its sole and absolute discretion thereof and such determinations are final and binding and cannot be appealed. If the actual value of a prize turns out to be less than the stated ARV, the difference will not be awarded in cash; and 4) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 dispute resolution shall be made by the Sponsor in its sole discretion. These Official Rules shall be governed by, and construed in accordance with the laws of the state of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of New York. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the state of New York, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules.
9. **No Waiver:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
10. **Privacy Policy:** Entrants' personal details may be used by Sponsor in accordance with their privacy policy located at www.Kay.com.
11. **Winner List:** For the names of the winners, send a self-addressed, stamped envelope, by March 14, 2015, to: Kay® Jewelers Holiday Unwrapped Sweepstakes Winners, 100 Marcus Drive (Dept. GY), Melville, NY 11747.
12. **Sponsor/Administrator:** The Sponsor is Sterling Jewelers Inc., 375 Ghent Road, Akron, OH 44333. The Administrator is Ignite Social Media, 14600 Weston Parkway; Suite 100, Cary, NC 27513.

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Twitter, Inc., respectively. Any questions or complaints regarding this Sweepstakes shall be directed to Sterling Jewelers Inc., not Facebook, Twitter, or Pinterest. You understand that you are providing your information to Sterling Jewelers Inc. and not to Facebook, Twitter, or Pinterest.