

THE BIG LOTS JUMPSTART YOUR CART SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

By participating in the **Big Lots Jumpstart Your Cart Sweepstakes** (the "Sweepstakes"), each Entrant (each, an "Entrant") unconditionally accepts and agrees to comply with, and abide by these Official Rules and the decisions of Big Lots Stores, Inc. (the "Sponsor") and US Sweepstakes & Fulfillment Co. (the "Sweepstakes Administrator"), which shall be final and binding in all respects.

SWEEPSTAKES ENTRY PERIOD: The Sweepstakes begins at 12:00:01 AM Eastern Time ("ET") on Tuesday, January 21, 2020 and ends at 11:59:59 PM ET on Thursday, January 30, 2020 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States (excluding Alaska, Florida and Hawaii) and the District of Columbia, who are age 18 or older and the age of majority in their state of residence (19 in Alabama and Nebraska; 21 in Mississippi) at the time of entry. Void in Alaska, Florida, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of Sponsor, Sweepstakes Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER:

- Visit www.biglots.com and sign-in to your online biglots.com account. If you don't have a biglots.com account, you can create one by visiting <https://www.biglots.com/account/createAccount.jsp>;
- Visit <https://www.biglots.com/account/wishlists.jsp>, create a Wish List and name it "Jumpstart Your Cart" (the "Wish List");
- Browse on biglots.com and add items to your Wish List that you hope to win in the Sweepstakes;
- Once your Wish List is complete, visit www.biglots.com/Jumpstart (the "Sweepstakes Microsite") and follow all entry instructions to complete the entry form, including, but not limited to, your email address¹, and submit to receive one (1) entry into the Sweepstakes (the "Entry"). ¹Email Address must match the email address that corresponds with your biglots.com online account.

Entries must be received between Tuesday, January 21, 2020 at 12:00:01 AM ET and Thursday, January 30, 2020 at 11:59:59 PM ET. Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.biglots.com/page/privacy-policy>.

Limit: One (1) Entry per person regardless of whether entrant has more than one email address. All entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS: There are ten (10) Prizes available to be won. Each Prize winner will receive the items represented in their Wish List up to \$1,000 in value². **The total maximum ARV of each Prize is: \$1,000.**

²After winners are verified, winners will be contacted by the Sponsor and will have the option to choose from one (1) \$1,000 Big Lots Gift Card³ that can be used in-store or place an order with a Big Lots Customer Service Representative⁴. The difference in value of items in placed in winner’s Wish List and value at time of purchase/order, if any, will not be awarded. ³Big Lots Gift Cards are not redeemable for cash and will not be replaced if lost or stolen. Usage is subject to the issuing company’s complete terms and conditions, including expiration dates. ⁴Order placed with a Big Lots Customer Service Representative must occur within ten (10) business days after initial contact from the Sponsor. Noncompliance will result in prize forfeit.

The total maximum ARV of all prizes available to be won: \$10,000.

There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The winners will be selected in a random drawing on or about **Friday, January 31, 2020** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION & VERIFICATION: Potential Prize winners will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately 45 days after the winner is verified.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. Only two (2) alternate winners may be determined through this process, after which the prize may remain un-awarded.

PRIZE CONDITIONS: Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner’s sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Prize winners will be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted on the Sweepstakes Microsite at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system

malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) 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 NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' 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 YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Franklin County, Ohio and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action

or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. (“JAMS”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Franklin County, Ohio. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in Franklin County, Ohio. Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: Personal information collected from entrants are subject to the Sponsor’s Privacy Policy, which can be found at <https://www.biglots.com/page/privacy-policy>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see <https://www.biglots.com/jumpstartrules> or send a self-addressed, stamped envelope by January 31, 2020, to: **The Big Lots Jumpstart Your Cart Sweepstakes Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winners (available after January 31, 2020) send a stamped, self-addressed envelope (no later than March 4, 2020), to: **The Big Lots Jumpstart Your Cart Sweepstakes Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

SPONSOR: Big Lots Stores, Inc., 4900 E. Dublin Granville Road, Columbus, OH 43081.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. www.ussweeps.com 1-800-620-6044

Void in Alaska, Florida, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, outside the US and wherever else prohibited by law.