

## **Athleta Travel Sweepstakes Official Rules**

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

**1. Eligibility:** Athleta Travel Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who (i) are at least twenty-one (21) years old and (ii) are an Athleta Rewards\* member at the time of entry. Employees of Sponsor ("Sponsor"), Merkle Inc. ("Administrator"), 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. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions 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:** Gap, Inc., Two Folsom Street, San Francisco, California, 94105. **Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on April 16, 2025 at 12:00 a.m. Eastern Time (ET) and ends on April 23, 2025 at 11:59 p.m. (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Sweepstakes.

**4. How to Enter:** \*You/all entrants must join the Athleta's *Rewards Program* or the Athleta's Reward Credit Card Program to participate, if you have not already enrolled. The *Rewards Program* is free to join on <https://athleta.gap.com/>, but subject to the Rewards [Terms & Conditions](#)

During the Promotion Period, visit <https://athleta.gap.com/browse/info.do?cid=3045632> ("Promotion Site"). You will be prompted to login to your Athleta Rewards account. Check your Rewards Profile to confirm that it includes your true first and last name and a valid email address. Inaccurate information could impact your ability to win a prize. If you are not yet a member, you will be prompted to create a membership by providing your true first and last name, a valid email address and optionally your mobile number. You must consent to receive marketing emails. Check the [Privacy Policy](#) to learn how the Sponsor will handle your personal information.

Once you have successfully logged into your Athleta Rewards account, follow the links and instructions on the Promotion Site to accurately complete and submit the Sweepstakes registration form, including your first and last name (initials are not sufficient), email address associated with your Athleta Rewards account, home address (P.O. Boxes are not permitted) and phone number. Important: To continue, please ensure your name and email address is accurate and matches your Athleta membership profile. Inaccurate information could impact your ability to win a prize. You will receive one (1) entry into the Sweepstakes.

**Limit:** You may receive one (1) entry (per day) during the Promotion Period. 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. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to the identity of any entrant, Sponsor and Administrator will rely on the entrant's Athleta Rewards profile information. If any additional information provided by entrant is inconsistent with the information in the Athleta Rewards profile, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require

additional documentation from entrant to show proof of entrant's identity.

**Tell A Friend Bonus Entry:** After you enter the Sweepstakes, you will be invited to submit the name and email address of up to one (1) friend who must be eligible to enter the Sweepstakes. Persons who you refer will receive an email notifying them about the Sweepstakes. You may only refer persons with whom you have an existing relationship. By doing so, you will be given one (1) additional entry into the Sweepstakes up to a total of one (1) additional entry during the Promotion Period.

**5. Prize Drawing:** Administrator is an independent organization whose decisions as to the selection of the potential winner are final and binding. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around May 1, 2025. The potential winner will be notified by email. The potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the 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.

**6. Prize, Approximate Retail Value ("ARV"), and Odds of Winning: Potential winner must be an Athleta Rewards member at the time of prize claim/acceptance or will forfeit his/her/their prize.**

**Prize: ONE (1) GRAND PRIZE:**

A trip for two (2) to Papeete, Tahiti. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion); five (5) nights' accommodations at two (2) hotels determined by Sponsor in its sole discretion (single room, double occupancy; two (2) nights' accommodations in Tahiti and three (3) nights' accommodations in Moorea); 80 Minute Spa Harmonizing Massage for two (2); ground transportation to and from destination airport and hotel; Ferry Transfer from Tahiti to Moorea for two (2); Transfers from Hotel to Ferry and Ferry to Hotel for two (2) and \$1000 spending money. **TAX GROSS UP PAYMENT:** Sponsor will also provide winner a check for \$4,300, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize.** Sponsor will not provide any further assistance toward the winner's tax obligations. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents.

Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. **By traveling and attending event, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19.** Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize or elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$15,440. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

**Odds of Winning:** The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

**For All Prizes:** Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

**7. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, 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 any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, social handle, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes

offered herein. 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, including but, not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this 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. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between, any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Sweepstakes, including but not limited to 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 to the receipt, use, inability to 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, if it is possible.

**11. Disputes:** All disputes will be resolved as set forth in the Athleta Rewards [Terms & Conditions](#) which requires mandatory arbitration, no class relief, limitations on Sponsor's liability, and waiver of your right to a class action and jury trial.

**12.** In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.gapinc.com/en-us/consumer-privacy-policy>.

**14. Winner List:** For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

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