

## Legendary Adventure Sweepstakes Official Rules

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

**1. Eligibility:** Legendary Adventure Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States, Puerto Rico and the District of Columbia who are the age of majority in their state or territory of residence at the time of entry and who are Legendary Pine MasterCard credit card cardholders as of February 15, 2021. Employees of LP Credit Card, LLC, Alliance Data, Merkle Inc., 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 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:** LP Credit Card, LLC, 1209 Orange Street, Wilmington, DE 19801. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on February 15, 2021 at 12:00 a.m. Eastern Time ("ET"), ends on March 31, 2021 at 11:59 p.m. ET (the "Promotion Period") and consists of six (6) weekly prize entry periods (each a "Weekly Prize Entry Period") and a grand prize and first prize entry period (the "Grand and First Prize Entry Period"), as outlined below.

Prize Entry Period	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Postmark Date	Receive by Date	Approximate Drawing Date
Weekly 1	2/15/2021	2/21/2021	2/22/2021	3/1/2021	4/13/2021
Weekly 2	2/22/2021	2/28/2021	3/1/2021	3/8/2021	4/13/2021
Weekly 3	3/1/2021	3/7/2021	3/8/2021	3/15/2021	4/13/2021
Weekly 4	3/8/2021	3/14/2021	3/15/2021	3/22/2021	4/13/2021
Weekly 5	3/15/2021	3/21/2021	3/22/2021	3/29/2021	4/13/2021
Weekly 6	3/22/2021	3/31/2021	3/31/2021	4/7/2021	4/13/2021
Grand and First	2/15/2021	3/31/2021	3/31/2021	4/7/2021	4/13/2021

Administrator's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, there are two (2) ways to earn Sweepstakes entries, as outlined below:

- a. **Make a Purchase:** During the Promotion Period, make a purchase (minimum \$1.00 purchase) using your Legendary Pine MasterCard credit card. Next, visit <https://www.legendaryadventuresweepstakes.com> and follow the links and instructions to complete and submit the registration form including a valid email address. Then, follow the instructions to select one (1) Grand Prize option that you would most like to win. You automatically will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and one (1) Sweepstakes entry in the Grand and First Prize drawing.
- b. **Mail in Method of Entry:** To enter without making a purchase, hand print your name, address, day and evening phone numbers, a valid email address, date of birth, and which Grand Prize option you would most like to win on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Legendary Adventure Sweepstakes – [insert which Grand Prize option you would like to win]," c/o Merkle Inc., P.O. Box 5031, Department 847202, Kalamazoo, MI 49003-5031. For Grand Prize options, see Section 6 below. You will automatically receive one (1) Sweepstakes entry into the

applicable Weekly Entry Period drawing and one (1) Sweepstakes entry in the Grand and First Prize drawing. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by and received by the dates listed in the table above in Section 3. 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 entrant may submit up to five (5) entries per day, regardless of method of entry. 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 entrant. 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. Each potential winner may be required to show proof of being the authorized account holder.

**5. Prize Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Entry Period winners from all eligible entries received during the applicable Entry Period, on or around the dates listed in Section 3 above. Non-winning Weekly Entry Period entries will not carry over into any subsequent Weekly Entry Period drawings. The potential winners will be notified by email coming from [customercare@helloworldfulfillment.com](mailto:customercare@helloworldfulfillment.com). Each potential Grand Prize and First 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 a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential Grand or First Prize winner is disqualified for any reason, the applicable prize will be awarded 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. Unclaimed Weekly Prizes will not be awarded. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes. If Grand Prize winner selects the automobile prize, he/she will be contacted regarding the fulfillment of the prize within 8-10 weeks of the conclusion of the Sweepstakes and the prize will be fulfilled by the designated dealership as soon as it becomes available.

## **6. Prizes:**

ONE (1) GRAND PRIZE: Grand Prize winner will select one (1) of the following prizes:

- a. Grand Prize Option 1: An all-new 2021 Ford F-150. Administrator 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 Administrator. Approximate Retail Value ("ARV"): \$60,000.

If Grand Prize winner selects option 1, the winner will also be provided with a single cash payment in the form of a corporate check, 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 Tax Gross-Up Payment will be \$15,000. 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.

Total ARV of Grand Prize option 1: \$75,000.

- b. Grand Prize Option 2: A \$75,000 check. 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.

Total value of Grand Prize option 2: \$75,000.

- c. Grand Prize Option 3: A trip for two (2) to the Seven Wonders of the World Trip: Chichen Itza; Machu Picchu; The Roman Colosseum; The Pyramids (Egypt); Petra (Aman Jordan); Taj Mahal; The Great Wall of China. (Destinations: Cancun, Mexico; Lima, Peru; Rome, Italy; Cairo, Egypt; Aman Jordan; Agra, India; Beijing, China). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Administrator in its sole discretion) to seven (7) cities listed above; twenty-one (21) nights' accommodations at a hotel determined by Administrator in its sole discretion (single room, double occupancy); round-trip airport transfers via private sedan with meet and greet; one (1) tour for winner and one (1) guest in seven (7) cities (all details determined by Administrator in its sole discretion); \$800 for Visa application fees; \$5,000 spending money; and travel agent services. 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. Administrator 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 Administrator'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. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. 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. If in the judgment of Administrator air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Administrator's sole discretion. Neither Sponsor nor Administrator will replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Neither Sponsor nor Administrator is responsible if tour 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 Administrator's sole discretion. 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. ARV: \$44,800.

If Grand Prize winner selects option 3, winner will also be provided with a single cash payment in the form of a corporate check, 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 Tax Gross-Up Payment will be \$15,000. 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.

Total ARV of Grand Prize option 3: \$59,800.

THREE (3) FIRST PRIZES: Each First Prize winner will select one (1) of the following prizes:

- a. First Prize Fishing Trip Option: A trip for two (2) to San Diego, California. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Administrator in its sole discretion) to San Diego, California; three (3) nights' accommodations at a hotel determined by Administrator in its sole discretion (single room, double occupancy); a \$600 allowance for full-size rental car for length of stay; 3/4 Day Deep Sea Fishing trip for two (2); Coronado Island; includes fishing license, tackle, bait, lunch and fees; and travel agent services. ARV: \$5,200.
- b. First Prize Hunting Trip Option: A trip for two (2) to Bozeman, Montana. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Administrator in its sole discretion) to Bozeman, Montana; two (2) day Elk Hunt for two (2) (includes lodging, meals, license, trophy; guided hunt; transportation on property); ground transportation to and from destination airport and hotel; and travel agent services. ARV: \$5,100.
- c. First Prize Hiking Trip Option: A trip for two (2) to city near the winner's choice of a U.S. Park. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Administrator in its sole discretion) to city near the winner's choice of a U.S. Park; a \$600 allowance for full-size rental car for length of stay; America the Beautiful National Park Pass for two (2); a \$2,500 allowance for lodging, meals and activities; and travel agent services. ARV: \$5,350.
- d. Cash Option: A \$5,000 check. ARV: \$5,000.

If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety (if applicable with selected trip option). 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. Administrator 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 Administrator'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. 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. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Administrator air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Administrator's sole discretion. Neither Sponsor nor Administrator will replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Neither Sponsor nor Administrator is responsible if 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 Administrator's sole discretion. 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.

THREE HUNDRED (300) WEEKLY PRIZES (Fifty (50) awarded per Weekly Entry Period): 5,000 rewards points (the equivalent of a \$25 statement credit) awarded to their Legendary Pine account. ARV: \$25. The Legendary Pine Rewards Program is serviced by Comenity Bank, which is solely responsible for the program's operation. Comenity Bank may change the terms of the program at any time without notice. Please refer to Rewards Terms & Conditions for additional details at [comenity.net/legendarypine](http://comenity.net/legendarypine).

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 or unable to be fully awarded for any reason, including impacts on travel caused by COVID-19. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period. Limit: One (1) Grand Prize or one (1) First Prize per person. Total ARV of all prizes: up to \$98,550.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Alliance Data, 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.

**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, likeness, 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, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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 for any or all of 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 or to be acting in violation of the Official Rules of this 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, if it is possible. 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. Winner List:** For a winner list, visit <http://bit.ly/2FnoOwJ>. The winner list will be posted after winner confirmation is complete.

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Comenity Bank issues the Legendary Pine Mastercard and is in no way affiliated with or responsible for this sweepstakes. Any disputes concerning awards or benefits under the sweepstakes will not affect any payments or other obligations.

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