"MACY’S UNDERGRADUATE MARKETING CHALLENGE 2017"
OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A purchase will not improve chances of winning.

CONSUMER DISCLOSURE
You have not yet won.

OPEN ONLY TO UNDERGRADUATE STUDENTS ENROLLED AT THE PARTICIPATING SCHOOLS LISTED IN SECTION 2, WHO ARE AT LEAST 18 YEARS OLD AS OF THE DATE OF THEIR ENTRY.

1. PROMOTION. The Macy’s Undergraduate Marketing Challenge 2017 (the “Promotion”) is sponsored by Macy’s Corporate Services, Inc. (“Sponsor”). By participating, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

2. SIX PARTICIPATING SCHOOLS: University of California - Berkeley, University of Pennsylvania, University of Wisconsin – Madison, University of Arizona, George Washington University and Rochester Institute of Technology.

3. PROMOTION PERIOD. Promotion begins on Wednesday, January 18, 2017 at 3:00 pm Eastern Time (ET) for team registration (see Section 5, Registration bullet for details) and ends on Tuesday, February 21, 2017, by 11:59 pm in your school’s local time zone (the “Promotion Period”), when all entries must be submitted via the website www.macyscollege.com/challenge (the ”Promotion Site”). Dates are subject to change if conditions require.

4. ELIGIBILITY. This contest (the “Promotion”) is only open to undergraduate students enrolled at participating schools listed in Section 2, who are in good standing and at least 18 years of age as of the date of entry. Employees of the Sponsor and its affiliates (including all Macy’s, Bluemercury, and Bloomingdale’s subsidiaries), and such employees’ immediate family members (i.e., parents, children, siblings, spouses), and/or those persons residing in the same household are not eligible. An employee who has not yet begun with Macy's, Bluemercury, or Bloomingdale’s but has accepted an offer for employment, including an internship or other temporary position, is not eligible to participate. Members of the first, second, and third place winning teams at each campus from the 2011, 2012, 2013, 2014, 2015 or 2016 Challenges are not eligible to participate. Sponsor may conduct a background check on any entrant to confirm qualification before designating the entrant as a potential winner. The Promotion is void outside the 50 United States and the District of Columbia, and where prohibited.

5. HOW TO ENTER.

- Registration: Students must compete in teams of three (3) to five (5) students and register their teams by listing the names of each team member, name of school, email addresses and telephone numbers on the online registration form available at the Promotion Site beginning on Wednesday, January 18, 2017 at 3:00 pm ET. Registration is on a first-come basis. One team member is to be designated as the team leader who will be the primary point for communication. Once a team has been registered, no modification in its composition will be allowed. In the event that the number of team
members is reduced to less than three (3) members, the team shall be disqualified; however, Sponsor reserves the right in its sole discretion, not to disqualify teams in which a team member had a legitimate reason to leave their teams, as long as there are at least 2 team members continuing the challenge. Entry in the Undergraduate Challenge is restricted to fifteen (15) teams per school. Registration closes when the number of teams reaches the limit of fifteen or on Tuesday, January 31, 2017 at 11:59 pm ET. The actual Challenge overview will be released on the Promotion Site for download on Friday, February 3, 2017 at 1:00 pm ET. The Challenge is to be completed and uploaded to the Promotion Site, macyscollege.com/challenge no later than Tuesday, February 21, 2017, by 11:59 pm in your school’s local time zone.

- **The Challenge**: Develop a creative integrated marketing approach, for the business assignment designated to your school and available on the Promotion Site that will make Macy’s a best-in-class example in the continually evolving omnichannel retail space.

- **Submission** must include a written case study of up to twenty (20) pages in a PowerPoint format or PDF file. Teams can provide an optional video supplement no more than two (2) minutes in length and less than 50MB in file size. Accepted video file formats are: mpg; mov; wmv; MP4; or embedded in the PowerPoint. The case study should include:
  - A title
  - An executive summary of the idea, why it should win and how it will positively impact Macy’s business.
  - Clear understanding of the business challenges.
  - Research that supports the idea; visual illustrations of how the idea can be integrated across various media channels.

Each Submission must include the official Entry Sheet (the “Entry Sheet”) provided by Sponsor. The Entry Sheet is located on the Promotion Site in a pdf format, which must be printed and fully completed including the names of each team member, their school, email address, telephone number and signature. The completed Entry Sheet is to be uploaded at the same time as your case Submission, to the Promotion Site.

The Submission may not have been entered in any other contest, used for any other purpose or have been previously published. The Submission may not be subject to rights of any other person or party.

6. **WINNER SELECTION AND NOTIFICATION.** First, Second and Third Place Teams at each participating school will be selected based on strength, originality and creativity of the idea (70%) and articulation and execution of the concept (30%). Winning Teams will be notified by email and/or telephone on or about Thursday, March 16, 2017. All decisions of the judges are final.

Potential winners will be required to comply with qualifying obligations described below and with these Official Rules in order to be designated as winners and receive prizes. If a potential winner cannot be contacted or does not respond within three (3) business days and/or does not comply with the requirements described below as “Qualifying Obligations” within a further two (2) business days, s/he will forfeit all rights to any prize. The Qualifying Obligations, which are provided with notification,
consist of (i) an affidavit of eligibility and a liability/publicity/copyright release; and (ii) for the First Place Team winners, releases from any and all liability with respect to participation in travel/activities and/or use of the prize. Failure to comply may result in potential team forfeiting rights to any prize, and an alternate will be selected. All decisions of the judges are final and binding in all respects. First Place Teams must be available for travel to New York City for a period of approximately two (2) days, with such travel anticipated to be between April 1 and April 30, 2017. If a First Place Team or member of a First Place Team cannot commit to the above-mentioned time frame, or force majeure prevents timely travel to New York City, Team or winner may participate in portions of the visit via phone and/or video conference.

7. **PRIZE DESCRIPTIONS.** At each of the 6 participating Undergraduate schools:
   - One Third Place Team will win a $100 Macy’s Gift Card for each team member. (Approximate Retail Value (“ARV”) of Third Place Prize is $100.
   - One Second Place Team will win a $250 Macy’s Gift Card for each team member. ARV of Second Place Prize is $250.
   - One First Place Team will win an Apple Watch Series 2 for each team member and will receive a 2 day/1 night trip to New York City between April 1 and April 30, 2017 to present its idea alongside other winning First Place Teams. Each Team will have thirty (30) minutes to present its idea. ARV of First Place Prize is $369.

B. First Place Team winners will receive round-trip coach airfare from the major commercial airport nearest to winner’s school in the continental U.S. to a NYC-area airport, transportation to and from the NYC-area airport, hotel charges (excluding amenities such as minibar, movies and phone calls), and all meals for a two (2)day/one (1) night stay. Travel must be roundtrip. 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 and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Promotion, 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, 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 Team members. If in Sponsor’s judgment air travel is not required due to Team’s proximity to New York City, ground transportation will be substituted for roundtrip air travel at Sponsor’s sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

8. **TAXES.** All federal, state and/or local income and other taxes, if any, are each winner’s sole responsibility.

9. **INTELLECTUAL PROPERTY.** All entry materials of Teams created during the
course of the Promotion become the sole property of Sponsor and will not be returned. Each entrant expressly acknowledges that the Submission was created solely by him/her as part of the Team and does not incorporate the intellectual property of any other party. Entrant further acknowledges that his/her Submission, including any patent, trademark, and/or copyright appurtenant thereto, becomes the property of Sponsor and will not be acknowledged or returned. To the extent that any rights would otherwise remain in the entrant (or a representative of the entrant), such Submission shall be deemed a work made for hire. Notwithstanding the foregoing, for purposes of the law of the State of California, the Submission shall not be a work made for hire. For these purposes and if for any reason the work does not qualify as a work made for hire, entrant hereby grants, assigns, transfers and conveys, without reservation, limitation or condition, exclusively and perpetually, the copyright and any other rights therein to Sponsor. No further consent, compensation or attribution shall be required for Sponsor and/or its designees to use (or not use) or modify the work in any fashion.

10. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

11. **CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor and any other person or entity involved in the Promotion or providing any prize with respect thereto, and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, “Promotion Entities”), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, “Claims”). Except where prohibited: (i) entry and/or acceptance of a prize constitutes the consent of any participant, without further compensation, to use the name and likeness of such participant and his/her entry materials for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; and (ii) acceptance of a prize constitutes a release by any winner of the Promotion Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of his/her entry or any prize.

12. **DISCLAIMERS.** Any attempt by any entrant to enter more than once, whether by using multiple/different email addresses, identities, registrations and logins or by any other method 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. Entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, will not be eligible. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site. Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned. Promotion Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may
modify or cancel this Promotion based upon such error at its sole discretion without liability. PROMOTION ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS’ FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR’S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

13. APPLICABLE LAWS AND JURISDICTION. This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of New York. 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York and all disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in New York, New York. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys’ fees; and 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.

14. WINNER LIST. For the names of the winners, send a self-address stamped envelope to: Macy’s Undergraduate Marketing Challenge 2017, Macy’s College Relations, 7 West 7th Street, 18th floor, Cincinnati, OH 45202 after April 10, 2017 (VT residents may omit return postage.)

16. SPONSORSHIP. This Promotion is sponsored by Macy’s Corporate Services, Inc., 151 West 34th Street, New York, NY 10001.