BON-TON® MILLION ACTS OF GOODWILL INSTANT WIN GAME & SWEEPSTAKES PROMOTION
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING

OPEN TO ALL LEGAL RESIDENTS AS OF TIME OF ENTRY OF CO, CT, ID, IL, IN, IA, KY, MD, MA, MI, MN, MT, NE, NH, NJ, NY, ND, OH, PA, SD, VT, WV, WI, OR WY.

ENTRANTS MUST BE 18 YEARS AND OLDER AS OF DATE OF ENTRY.

RESIDENTS OF JURISDICTIONS NOT LISTED
ABOVE ARE NOT ELIGIBLE TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW

1. BRIEF OVERVIEW OF HOW THE "BON-TON® MILLION ACTS OF GOODWILL INSTANT WIN GAME & SWEEPSTAKES" PROMOTION WORKS: The Promotion consists of an Instant Win Game ("Game") and Sweepstakes ("Sweepstakes") that start February 28, 2013 at 12:00 AM (midnight) Eastern Time ("ET") and end March 30, 2013 at 11:59:59 PM ET ("Promotion Period"). During the Promotion Period there will be two (2) Game Phases. The first Game Phase runs February 28, 2013 at 12:00 AM (midnight) ET through March 12, 2013 at 11:59:59 PM ET ("Game Phase 1") and the second Game Phase runs March 13, 2013 at 12:00 AM ET through March 30, 2013 at 11:59:59 PM ET ("Game Phase 2"). Game Phases apply to the Game only and have no bearing on an Entrant's ability to enter the Sweepstakes. Each day, regardless of Game Phase, that you sign-on to www.millionactsofgoodwill.com or www.millionactsofgoodwill.com/mobile from your mobile device (collectively, the "Website") during the Promotion Period and follow the instructions, you will receive one (1) opportunity to play the Game (hereinafter sometimes referred to as "Game Play") and you will simultaneously receive one (1) automatic entry into the Sweepstakes. NOTE: data rates may apply if you play via your mobile device. Entrants should consult their wireless-service provider regarding their pricing plans. Regardless of the e-mail address you use, you may only participate in the Promotion once each day throughout the Promotion Period. However, you may also receive up to ten (10) additional opportunities to play the Game and ten (10) additional Sweepstakes entries by referring a maximum of ten (10) friends to participate in the Promotion as described in "Rule 5: Tell-A-Friend" below. A day will be deemed to start at 12:00 AM ET and end at 11:59:59 PM ET of that calendar day. The computer of the independent agency, PrizeLogic, LLC ("PrizeLogic"), shall be deemed to be the official Promotion clock.

2. INSTANT WIN GAME: HOW TO PLAY: Visit the Website, register by completing all of the requested information, including your complete name (no initials), complete street address (P.O. Boxes not allowed), valid phone number and date of birth. Each day during the Promotion Period that you have registered, you will automatically receive one (1) Game Play. In order for your Game Play to result in your being a potential Game Prize Winner, it must have occurred either at the exact randomly predetermined winning time as determined by The Bon-Ton Stores, Inc. ("Sponsor") and/or PrizeLogic, or, if no Game Play has occurred at the

exact randomly predetermined winning time, then it must be the Game Play that occurred at the closest time immediately following the randomly predetermined winning time. If you are a potential Game Prize Winner, you will receive an e-mail informing you that you are a potential Game Prize Winner, pending confirmation and/or verification of your eligibility, Game Play and compliance with the Official Rules. As stated above, all potentially winning Game Plays and Game Prize Winners are subject to confirmation and/or verification and compliance with these Official Rules as determined by Sponsor and/or PrizeLogic, whose decisions are final and binding in all matters pertaining to this Promotion. Promotion participants who have already won the allowed maximum of one (1) Instant Win Game Prize ("Game Prize") during the Promotion Period may return to the Website to play the Game again in order to receive an additional automatic entry into the Sweepstakes. Limit: One (1) Game Play per person per day regardless of e-mail address used or method of entry, except as provided in "Rule 5: Tell-A Friend." Neither you nor a member of your household may win more than one (1) Game Prize throughout the Promotion Period, regardless of e-mail address used.

3. INSTANT WIN GAME PRIZES, ODDS OF WINNING & APPROXIMATE RETAIL VALUES:

(A) PRIZES (100): A total of One Hundred (100) Instant Game Prizes are available to be won during the Promotion Period. Each Instant Game Prize is a single Bon-Ton Stores Gift Card, in the amounts set forth in the table below, which is good for purchases at your favorite Bergner's®, Bon-Ton®, Boston Store®, Carson's®, Elder-Beerman®, Herberger's®, or Younkers® store location or website.

Game Phase	Start Date & Time All times 12:00 AM ET	End Date All times 11:59:59 PM ET	Prize	Quantity of Each Prize
1	2/28/13	3/12/13	$25 Bon-Ton Stores Gift Card	50
2	3/13/13	3/30/13	$50 Bon-Ton Stores Gift Card	50

Gift Card prizes will be mailed to confirmed winners within 2 – 4 weeks of the end of the Promotion Period. All Gift Card Prizes will be fulfilled by mail only. Winners should not visit a store to pick up a Gift Card prize, stores will not have the Gift Card prizes available. Gift Cards must be used in compliance with terms and conditions as stated at http://www.bonton.com/product/home/gift+card/gift+card.do. Instant Game Prizes are not redeemable for cash and they are not transferable or substitutable, except by Sponsor who reserves the right to substitute an Instant Game Prize with one of equal or greater value for any reason as determined by Sponsor in its sole discretion. All costs and expenses associated with an Instant Game Prize and its use, including any federal, state, or local taxes, are solely the responsibility of each Instant Game Prize Winner.

(**B) ODDS OF WINNING:** Odds of winning an Instant Win Game Prize depend on the date and time of Instant Game play and the number of eligible Instant Game Plays made during that day. **NOTE:** A Game Prize Winner is eligible to win the Sweepstakes.

(C) APPROXIMATE RETAIL VALUE ("ARV"): The ARV of all available prizes in Game Phase 1 is $1,250. The ARV of all available prizes in Game Phase 2 is $2,500. The Total ARV of all available Instant Win Game Prizes is $3,750.

4. SWEEPSTAKES: HOW TO ENTER/ PRIZES/ & ODDS OF WINNING:

(A) HOW TO ENTER THE SWEEPSTAKES: Each time you play the Game during the Promotion Period, regardless of Game Phase, you will simultaneously receive an automatic entry into the Sweepstakes. On or about April 1, 2013, a random drawing will be held to select the potential Sweepstakes Grand Prize Winner from among the total number of all eligible entries received during the Promotion Period. The drawing will be conducted by PrizeLogic and its decisions will be final and binding in all matters pertaining to this Promotion. The potential Sweepstakes Grand Prize Winner will be notified by e-mail and/or courier on or about April 5, 2013. Entrants should regularly check their spam filters to ensure it does not contain any important Promotion-related e-mails.

(B) SWEEPSTAKES GRAND PRIZE (1): If the Sweepstakes Grand Prize Winner is a Bon-Ton Store house account credit card holder (the "House Credit Card") and has at least $500 in purchases as shown on the House Credit Card statement from March 3, 2013 through March 30, 2013 (the "Participation Period") using his/her House Credit Card, then Bon-Ton will pay off the charges made during the Participation Period up to a maximum amount of $2,500 ("Participation Period Payoff"). In no event shall the Participation Period Payoff exceed $2,500. If the Sweepstakes Grand Prize Winner is either (a) not a House Credit Card holder or (b) a House Credit Card holder with less than $500 in purchases during the Participation Period, then Sponsor will award a Five Hundred Dollar ($500) Gift Card good towards purchases at your favorite Bon-Ton®, Bergner's®, Boston Store®, Carson's®, Elder-Beerman®, Herberger's®, or Younkers® store location instead of the Participation Period Payoff. The Gift Card must be used in compliance with terms and conditions as stated at http://www.bonton.com/product/home/gift+card/gift+card.do. The Gift Card is not redeemable for cash, is not transferable or substitutable, except by Sponsor who reserves the right to substitute a prize with one of equal or greater value for any reason as determined by Sponsor in its sole discretion. The Gift Card cannot be applied to a house account credit card. If the Participation Period Payoff applies, the Sponsor will be responsible for making this payment to the card issuer. House Credit Card holders are responsible for any and all other payments, purchases, previous balances, late fees and any other fees or expenses not included herein. House account credit card holders must be current and in good standing with card issuer. This Promotion and the Sweepstakes Grand Prize will not change any provisions of any House Credit Card agreements.

In order to receive the Sweepstakes Grand Prize, the potential Winner or his/her parent/legal guardian if the potential Sweepstakes Winner is a minor in his/her state of residence, will be required to sign and return a notarized Affidavit of Eligibility/Compliance (including, without limitation, providing his/her respective Social Security Number for tax purposes) and a Liability/Publicity Release, as allowed by state law, by the return date specified in the prize notification letter. Additionally, the Sweepstakes Winner will receive a Form 1099 in the amount of Five Hundred Dollars ($500) or the Card Payoff amount,

depending on Sweepstakes Grand Prize awarded, as required by law. Sponsor may, at its sole discretion, disqualify and select an alternate potential Sweepstakes Winner if: (a) a potential Sweepstakes Winner fails to respond to notification within the time specified by Sponsor; (b) the return of notification as undeliverable; (c) the potential Sweepstakes Winner fails to provide Sponsor with satisfactory proof of age, identity and residency; (d) the potential Sweepstakes Winner fails to execute and return an Affidavit of Eligibility/Compliance (including, without limitation, providing his/her respective Social Security Number for tax purposes) and a Liability/Publicity Release by the return date specified by Sponsor, regardless of the cause of such failure; or (e) any other non-compliance with the Official Rules. The Sweepstakes Grand Prize is not transferrable or substitutable, except by Sponsor in its sole discretion, with one of equal or greater value. All federal, state and local taxes are solely the responsibilities of the Sweepstakes Grand Prize Winner.

(C) ODDS OF WINNING: The odds of winning the Sweepstakes Grand Prize depends upon the total number of all eligible entries received throughout the Promotion Period.

(E) TOTAL ARV OF SWEEPSTAKES GRAND PRIZE AND INSTANT WIN GAME PRIZES: At least $4,250 and up to $6,250.00, depending on the Sweepstakes Grand Prize awarded.

5. TELL-A-FRIEND: You can receive up to a maximum of ten (10) additional Game Plays and automatic Sweepstakes entries by following the on-line instructions to refer a maximum of ten (10) friends with whom you have an existing personal relationship and who you think would be interested in receiving an e-mail from Sponsor inviting them to participate in the Promotion. More specifically, at such time as your referred friend registers to enter the Promotion, you will receive an e-mail containing a link for you to click on that will provide you with one (1) additional Game Play and one (1) automatic Sweepstakes entry. Limit: a maximum of ten (10) referred friends throughout the Promotion Period.

6. ELIGIBILITY: The Game and the Sweepstakes is open only to legal residents of either CO, CT, ID, IL, IN, IA, KY, MD, MA, MI, MN, MT, NE, NH, NJ, NY, ND, OH, PA, SD, VT, WV, WI, or WY who are eighteen (18) years and older as of date of entry into the Game and Sweepstakes. Persons who are officers, directors, or employees of Sponsor; its affiliates, subsidiaries, their respective advertising, promotion and web design agencies, including PrizeLogic, (collectively, “Sponsor & Others”) and members of their household or their immediate family, i.e. spouse, parent, child, sibling, grandparent and the “steps” of each and their household members and other individuals/entities involved in the creation, development, administration, fulfillment, supply to and/or advertisement of this Promotion are not eligible to enter or win.

7. INTERNET/LIMITATIONS OF LIABILITY: Sponsor & Others are not responsible for illegible, lost, late, incomplete, stolen, misdirected postage due, or undeliverable, e-mail, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or

unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Sponsor & Others are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Sponsor & Others are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Promotion. If Sponsor, in its sole discretion, decides that the Promotion, regardless of the reason, is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR & OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS ANY PRIZE. AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.** In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

8. PRIVACY POLICY: Any personally identifiable information collected during an entrant's participation in this Promotion will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as such is stated at http://www.bonton.com/content/privacy-policy/brandcontent.html and any opt-ins you may have agreed to during the registration process.

9. RELEASE: By participating in the Promotion, all entrants, release, indemnify and hold harmless Sponsor & Others from any and all liability injuries, claims, damages, losses, or causes of action of any kind, whether to property or person, arising directly or indirectly out of the acceptance, possession, enjoyment, use and/or misuse of any Prize or component of any Prize including without limitation personal injury, death, property damage, defamation, infringement of intellectual property rights, and claims based on the rights of publicity, misappropriation of personality and privacy.

10. PUBLICITY RIGHTS: By accepting a Prize, Prize Winners agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, World Wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

11. GENERAL: By entering this Promotion, participants agree to abide by and accept these Official Rules throughout the Promotion Period and the decisions of Sponsor or PrizeLogic which shall be final and binding in all matters relating to this Promotion. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that due to technical, typographical, mechanical or other errors, there are more potential Game Prize Winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the Game Prize Winners. All federal, state and local laws and regulations apply. Except where prohibited, by participating in the Promotion, participants agree that: (a) except as otherwise specifically set forth in these Official Rules, any action arising out of or relating to these Official Rules or the rights and obligations of any participant and/or Sponsor shall be filed exclusively in the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; and participants hereby consent and submit to the personal jurisdiction of such court for the purposes of litigating any such action, and any right to a trial by jury is hereby waived; (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any participant and/or Sponsor shall be resolved individually, without resort to any form of class action; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and in no event will participants be entitled to receive attorneys' fees or other legal costs; (d) under no circumstances will participants be permitted to obtain injunctive or other equitable relief and a participant's sole remedy will be an action at law for damages to the extent allowed by sub-paragraphs (c) and (e) of this Rule 11; and (e) under no circumstances will participants be permitted, and participants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of pocket costs described in (c) above; and (ii) 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 any participant and/or Sponsor shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect or regard to any principles or doctrines of conflicts of law of the State of Michigan or any other jurisdiction. If

any provision or provisions of these Official Rules shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. All entries and/or materials submitted become the property of Sponsor and will not be returned. Sponsor & Others are not responsible for any lost, late, undeliverable/undelivered, or postage due mail. Void in all jurisdictions except those specifically included above, in PR and wherever restricted or prohibited by law.

12. WINNERS LIST: To obtain the name of the Winners, send a self-addressed stamped envelope, by 5/15/13 to: Winner List, Million Acts of Goodwill, P.O. Box 251238, West Bloomfield, MI 48325.

Customer service inquiries can be made at ***Contact Us*****.**

SPONSOR: The Bon-Ton Stores, Inc., 2801 East Market Street, York, PA 17402

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