ROSS STEP INTO SPRING PROMOTION OFFICIAL RULES

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

By participating in the Ross Step into Spring (“Promotion”), entrants agree to be bound by these Official Rules and by the decisions of the Sponsor, which are final and binding on all matters.

1. ELIGIBILITY: The Promotion is open only to legal residents of Alabama, Arizona, Arkansas, California, Colorado, D.C., Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Mississippi, Missouri, Montana, New York, North Carolina, New Jersey, New Mexico, New York, Nevada, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, Wyoming and Guam who are 18 years or older at time of entry, and have access to the Internet. Entrants who are 18 but have not yet reached the age of majority in the jurisdiction in which they reside, (“Minors”) must obtain parental or legal guardian consent to be eligible to enter Promotion. Ross Dress for Less (“ROSS” or “Sponsor”), Facebook, Inc., Instagram, FleishmanHillard, Inc. (“Administrator”), and their respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of Promotion, and their respective agents, employees, officers, directors, successors and assigns are hereinafter referred to as “Promotion Entities”. Employees and agents of the Promotion Entities and their immediate families or household members are not eligible to win. Subject to all applicable federal, state, and local laws and regulations. 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. SPONSOR / ADMINISTRATOR: The “Sponsor” shall refer to Ross Dress for Less, 5130 Hacienda Drive, Dublin, CA 94568. The “Administrator” shall refer to FleishmanHillard, Inc., 555 Market St., 20th Floor, San Francisco, CA 94105.

3. TIMING: The Promotion begins on March 23, 2015 at 9 a.m. Pacific Time (“PT”), ends on April 12, 2015 at 5 p.m. PT (the "Entry Period"). There will be three submission periods as listed in the chart below.

<table>
<thead>
<tr>
<th>Entry Periods</th>
<th>Promotion Period Begins</th>
<th>Promotion Period Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period 1</td>
<td>March 23, 2015 at 9 a.m. PT</td>
<td>March 29, 2015 at 5:00 p.m. PT</td>
</tr>
<tr>
<td>Period 2</td>
<td>March 30, 2015 at 9 a.m. PT</td>
<td>April 5, 2015 at 5:00 p.m. PT</td>
</tr>
<tr>
<td>Period 3</td>
<td>April 6 at 9 a.m. PT</td>
<td>April 12, 2015 at 5:00 p.m. PT</td>
</tr>
</tbody>
</table>

FleishmanHillard’s computer is the official time-keeping device for the Promotion.

4. HOW TO ENTER:

Facebook: You can enter the Promotion by completing the task set forth in the posts’ copy on the official Ross Dress for Less fan page i.e. commenting on that entry period’s Step into Spring prize post. When you complete the task you automatically will receive one (1) entry into the Promotion. Limit: Each participant may enter only one (1) time each day, to receive one (1) entry. Multiple entries per day are not permitted. 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 registrant or player. 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 an authorized account holder. Additionally, entrants may only win one time throughout the entire Promotion Period. All entry
information and materials become the property of Sponsor and will not be acknowledged or returned. Proof of submitting entry information to Sponsor is not considered proof of delivery to or receipt by Sponsor of such entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the promotion will be used in accordance with Sponsor’s online privacy policy, located at http://www.rossstores.com/pp.aspx.

**Instagram:** During the Contest Period, upload an original photograph of Ross shoes to your own Instagram account and caption that image with #RossShoeSelfie #Sweeps. Photo submissions cannot contain any visible or written mention of brand names. An Image properly uploaded and captioned on Instagram will be considered an “Entry”. One (1) Entry per Contestant per calendar day. Each Entry must comply with these Official Rules and a different photograph must be posted each day. A calendar day starts at 12:00 AM PT and ends at 11:59:59 PM PT each day during the Contest Period.

**Submission Guidelines:**
Each Submission must meet the following requirements:
- The Submission must be your own, original work and not include any material owned or controlled by others (including, without limitation, third party copyrighted material);
- You must (i) have permission from any person who appears recognizably in your Submission and from the photographer, and you may be requested to provide proof of such permission; and (ii) provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor’s benefit, or allow the applicable Submission to remain in the Contest);
- The Submission clearly demonstrates your personal skill in creating a fresh and clever way to show off Ross products, captured in a well-designed photograph;
- The Submission must not feature any visible brand names;
- Submissions must be received during the Competition Period; and
- The Submission cannot violate any of the restrictions noted below.

**Submission Restrictions:**
By submitting a Submission, you promise that your Submission does not and will not:
1. infringe on the copyright, trade secret, trademark, patent, privacy, publicity rights or other intellectual property or publication rights or any other rights of others;
2. disparage Sponsor or any other person, company, brand, intellectual property or party whether affiliated with the Competition and administration of this Competition or not;
3. contain any material that could be considered unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, indecent, sexually explicit, or hateful, or content that refers negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender, or similar characteristics;
4. post under a false name or the name of another person, or includes impersonations of any person;
5. include illegal material or encourage, solicit, or glorify illegal activity;
6. contain false statements or misrepresentations that could damage you, Sponsor, or any other party; or
7. include commercial advertisements or solicitations.

If a Contestant wishes to participate on Instagram, he/she must have an Instagram account. Contestants may create an Instagram account at no cost by logging on to http://instagram.com. Creation of an Instagram account requires a contestant to agree to Instagram’s Terms of Service and Privacy Policy, available http://instagram.com/about/legal/terms/ and http://instagram.com/about/legal/privacy/, respectively. Due to the way Instagram operate its services, entries from Instagram users with “protected” updates (i.e., Contestant has set his/her account so that only people the Contestant has approved can view his or her updates) may not be received by Sponsor. Please keep this in mind if you wish to participate via Instagram. If a Contestant chooses to enter using a wireless phone or mobile device, message and data rates may apply. Please consult your mobile service plan prior to
entering via your mobile phone/device.

5. WINNER SELECTION AND NOTIFICATION:

Facebook: The Administrator will randomly select the two (2) potential Promotion winners each week from all eligible entries received during that applicable entry period, on or around the dates set forth in Section 3 above. The six (6) provisional winners will be notified by email.

Instagram: The Administrator will randomly select the one (1) potential Promotion winner each week from all eligible entries received during that applicable entry period, on or around the dates set forth in Section 3 above. The three (3) provisional winners will be notified via a comment from @rossdressforless on their Instagram photo.

If, despite reasonable efforts, a potential prize winner does not respond within 48 hours of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner will forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded. Entrants are responsible for ensuring their spam filter does not screen out notifying emails. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Prizes will be fulfilled approximately 8-10 weeks after the end of the Entry Period, once winners are confirmed.

6. PRIZES:

Facebook: Two (2) $200 Ross Dress for Less Gift Cards, Approximate Retail Value (“ARV”) of $200 each, will be awarded each voting period for a total of six (6) gift cards awarded during the Promotion. Odds of winning a prize depend on the number of eligible entries received.

Instagram: One (1) $200 Ross Dress for Less Gift Card, Approximate Retail Value (“ARV”) of $200 each, will be awarded each entry period for a total of three (3) gift cards awarded during the Promotion. Odds of winning a prize depend on the number of eligible entries received.

All prize details are determined in Sponsor’s sole discretion, including sizes, styles and colors. Gift cards are subject to the terms and conditions printed thereon and imposed by issuer. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. Prizes are non-transferable and no cash alternative or 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. All federal, state and local taxes, and any other costs and expenses associated with acceptance and/or use of Prize not specifically provided for in these Official Rules are solely the Winner’s responsibility. ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. INDEMNIFICATION: By participating in this Promotion, entrant agrees to defend, indemnify, and hold harmless the Sponsor, Facebook Inc., Instagram, and each of 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 all claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out or relating to their breach of these Official Rules.
8. **ARBITRATION:** By participating in this Promotion, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Promotion, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Alameda County, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Promotion; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed $125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

9. **CONSTRUCTION:** All issues and questions concerning these Official Rules or the rights and obligations of any participant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law rules or provisions. All entrants expressly agree to submit to the laws of and the jurisdiction of the federal and state courts in the State of California, hereby waiving the jurisdiction of any other courts that now or in the future could be considered competent for any reason. All actions, proceedings, or litigation relating to the Promotion shall take place in the State of California, County of Alameda. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. **FURTHER DOCUMENTATION AND PUBLICITY:** Potential winners may be required to execute a further Submission license or assignment, Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within 48 hours of prize notification (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. As part of the Prize Claim Documents, a potential winner may also be required to execute a further right of publicity release to use the winner’s name and/or image, including, but not limited to, for advertising and promotional purposes, without further compensation. Except where prohibited, participation in the Promotion constitutes winner’s consent to Sponsor’s and its agents’ use of winner’s name, likeness, prize, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. **RELEASE:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator
(FleishmanHillard), Facebook, Inc., Instagram, 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 Promotion or receipt or use or misuse of any prize.

12. WINNER(S) LIST: For any legally required list of winners, available after 5/12/15 until 11/12/15, send a self-addressed, stamped (#10) envelope to: Ross Dress for Less, Attn: Tamara Saban, 5130 Hacienda Drive, Dublin, CA 94568.

13. FORCE MAJEURE: Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

14. 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion or receipt or use or misuse of the 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 Promotion, provided that, if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, 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. 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.

15. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant’s decision to provide the entrant’s Submission to Sponsor for purposes of the Promotion does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant’s Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, photographs, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or photographs may be competitive with, similar or identical to the
Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity’s use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

16. ENTRANT’S PERSONAL INFORMATION: Information collected from entrants will be used to process entrant requests, as described in these Official Rules, as described in Sponsor’s Privacy Policy, http://www.rossstores.com/pp.aspx.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You understand that you are providing your information to Sponsor and not to Facebook or Instagram.