

**2009 Pier 1 Imports  
Celebrate the Magic Sweepstakes  
Official Rules  
(United States)**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**

(1) **Celebrate the Magic Sweepstakes:** The 2009 Pier 1 Imports Celebrate the Magic Sweepstakes consists of an on-line sweepstakes (the “**On-Line Sweepstakes**”) and an in-store sweepstakes (the “**In-Store Sweepstakes**”). The On-Line Sweepstakes and the In-Store Sweepstakes each have separate entry times, entry methods and prizes as further set forth below. The On-Line Sweepstakes and the In-Store Sweepstakes are collectively referred to herein as the “**Sweepstakes**”.

(2) **Eligibility:** The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Pier 1 Imports (U.S.), Inc. (“**Sponsor**”), Disney Destinations, LLC (“**Disney Destinations**”), and their respective directors and officers and those of their affiliated and associated companies, agents, advertising and promotional agencies, as well as the members of the respective immediate families of any of the foregoing living in the same household, are not eligible.

(3) **Enrollment In Marketing Programs:** You hereby acknowledge and agree that entry in the Sweepstakes will enroll you in Sponsor’s marketing program (to promote the commercial interests of Sponsor and/or an affiliated company) and you hereby consent to receipt of marketing and promotional information provided through the Pier 1 Imports’ marketing program. Those entrants who do not wish that their personal information be used for such purposes are required to so indicate in writing to Sponsor at the following address: Pier 1 Imports, Attn: Customer Service, 100 Pier 1 Place, Forth Worth, Texas, 76102. All personal information collected by Sponsor shall be used by Sponsor in accordance with the privacy policy located at <http://www.pier1.com>. You further acknowledge and agree that entry in the In-Store Sweepstakes will result in the sharing by Sponsor of your email address with Disney Destinations and you hereby consent to the sharing of your email address with Disney Destinations so that it may send you information about its products and services. When Sponsor shares your email address with Disney Destinations, your email address will become permanently subject to the information use and sharing practices of Disney Destinations, and Disney Destinations will not be restricted by the privacy policy located at <http://pier1.com> with respect to its use and further sharing of your email address. If you elect to receive occasional updates, special offers and other information from Disney Destinations and its affiliated and associated companies about their products and services when entering the On-Line Sweepstakes, your information may be shared with those companies and, if shared, your information will become permanently subject to the information use and sharing practices of Disney Destinations, and Disney Destinations will not be restricted by the privacy policy located at <http://www.pier1.com> with respect to its use and further sharing of your information.

(4) **Timing:**

(a) **On-Line Sweepstakes:** The On-Line Sweepstakes begins at 12:01 a.m. central standard time on November 1, 2009, and ends at 11:59 p.m. central standard time on November 30, 2009 (the “**On-Line Sweepstakes Period**”).

(b) In-Store Sweepstakes: The In-Store Sweepstakes begins upon store opening on November 27, 2009, and ends upon store closing on November 30, 2009 (the “**In-Store Sweepstakes Period**”).

(5) **How to Enter:**

(a) On-Line Sweepstakes: To enter, visit <http://www.pier1.com/disney> and follow the links and instructions. Each entrant must enter a valid home address (P.O. Boxes are not permitted), phone number, email address and date of birth. You will be sent an email message to confirm entry into the On-Line Sweepstakes.

(b) In-Store Sweepstakes: To enter, simply send a text message with a valid email address to the code number displayed at a participating Pier 1 Imports location (“**Participating Store**”). Each entrant participating in the In-Store Sweepstakes must have a text messaging two-way capable handset and digital service in order to enter. Entrants will be sent a text message to confirm entry into the In-Store Sweepstakes. **Entrants entering by text will be charged standard text messaging rates for text messages sent from and received by their handset according to the terms and conditions in their wireless calling plan.**

(c) One entry per participant for each respective Sweepstakes. Entrants are not permitted to share the same email address. Any attempt by any entrant to violate the "one entry per person" limit set forth above by using multiple email addresses, identities, addresses, etc., or with use of an automated system to enter will disqualify that entrant's entry.

(6) **Prizes:**

(a) On-Line Sweepstakes: One (1) Grand Prize. The Grand Prize consists of one (1) vacation package for four (4) persons for four (4) nights and five (5) days to the winner's choice of either the *Walt Disney World*® Resort or the *Disneyland*® Resort. The *Walt Disney World*® vacation package includes the following: (i) four (4) round trip coach airfares between the major metropolitan city airport in the United States closest to the winner's residence (as selected by Sponsor) and Orlando International Airport; provided, however, if Sponsor determines (in its sole discretion) that air travel is not required due to the proximity of the winner's residence to the *Walt Disney World*® Resort, Sponsor may substitute ground transportation for airfare; (ii) four (4) round trip ground transfers between Orlando International Airport and the *Walt Disney World*® Resort (if the winner receives the airfare hereunder); (iii) room accommodations (one (1) standard room with a maximum of four (4) persons per room) for four (4) nights at a hotel at the *Walt Disney World*® Resort; (iv) four (4) 5-Day *Magic Your Way* Tickets with *Park Hopper*® Option; (v) one (1) Disney Gift Card with a value of \$250; (vi) one (1) themed welcome basket in winner's hotel room; (vii) one (1) *Disney's PhotoPass*® CD and album; (viii) celebration enhancements to commemorate the winner's special celebration; and (ix) one gift box filled with vacation preparation items such as Mickey Ears and luggage tags. The *Disneyland*® vacation package includes the following: (A) four (4) round trip coach airfares between the major metropolitan city airport in the United States closest to the winner's residence (as selected by Sponsor) and an airport in Southern California (as selected by Sponsor); provided, however, if Sponsor determines (in its sole discretion) that air travel is not required due to the proximity of the winner's residence to the *Disneyland*® Resort, Sponsor may substitute ground transportation for airfare; (B) four (4) round trip ground transfers between the arrival airport in Southern California and the *Disneyland*® Resort (if winner receives the airfare hereunder); (C)

room accommodations (one (1) standard room with a maximum of four (4) persons per room) for four (4) nights at a hotel at the *Disneyland*® Resort; (D) four (4) 5-day *Park Hopper*® Passes; (E) one (1) Disney Gift Card with a value of \$250; (F) one (1) themed welcome basket in winner's hotel room; (G) one (1) *Disney's PhotoPass*® CD and album; (H) celebration enhancements to commemorate the winner's special celebration; and (I) one (1) gift box filled with vacation preparation items such as Mickey Ears and luggage tags. The Grand Prize also includes one (1) Five Hundred Dollar (\$500.00) Pier 1 Imports Gift Card.

(b) In-Store Sweepstakes: One (1) Grand Prize. The Grand Prize consists of one (1) vacation package for four (4) persons for four (4) nights and five (5) days to the winner's choice of either the *Walt Disney World*® Resort or the *Disneyland*® Resort. The *Walt Disney World*® vacation package includes the following: (i) four (4) round trip coach airfares between the major metropolitan city airport in the United States closest to the winner's residence (as selected by Sponsor) and Orlando International Airport; provided, however, if Sponsor determines (in its sole discretion) that air travel is not required due to the proximity of the winner's residence to the *Walt Disney World*® Resort, Sponsor may substitute ground transportation for airfare; (ii) four (4) round trip ground transfers between Orlando International Airport and the *Walt Disney World*® Resort (if the winner receives the airfare hereunder); (iii) room accommodations (one (1) standard room with a maximum of four (4) persons per room) for four (4) nights at a hotel at the *Walt Disney World*® Resort; (iv) four (4) 5-Day *Magic Your Way* Tickets with *Park Hopper*® Option; (v) one (1) Disney Gift Card with a value of \$250; (vi) one (1) themed welcome basket in winner's hotel room; (vii) one (1) *Disney's PhotoPass*® CD and album; (viii) celebration enhancements to commemorate the winner's special celebration; and (ix) one gift box filled with vacation preparation items such as Mickey Ears and luggage tags. The *Disneyland*® vacation package includes the following: (A) four (4) round trip coach airfares between the major metropolitan city airport in the United States closest to the winner's residence (as selected by Sponsor) and an airport in Southern California (as selected by Sponsor); provided, however, if Sponsor determines (in its sole discretion) that air travel is not required due to the proximity of the winner's residence to the *Disneyland*® Resort, Sponsor may substitute ground transportation for airfare; (B) four (4) round trip ground transfers between the arrival airport in Southern California and the *Disneyland*® Resort (if winner receives the airfare hereunder); (C) room accommodations (one (1) standard room with a maximum of four (4) persons per room) for four (4) nights at a hotel at the *Disneyland*® Resort; (D) four (4) 5-day *Park Hopper*® Passes; (E) one (1) Disney Gift Card with a value of \$250; (F) one (1) themed welcome basket in winner's hotel room; (G) one (1) *Disney's PhotoPass*® CD and album; (H) celebration enhancements to commemorate the winner's special celebration; and (I) one (1) gift box filled with vacation preparation items such as Mickey Ears and luggage tags. The Grand Prize also includes one (1) Five Hundred Dollar (\$500.00) Pier 1 Imports Gift Card.

Sweepstakes winners are responsible for all taxes and fees associated with prize receipt and/or use and may be required to provide Sponsor with their Social Security numbers for tax-reporting purposes. Odds of winning a prize depend on the number of eligible entries received during the On-Line Sweepstakes Period and the In-Store Sweepstakes Period. Approximate retail value of the On-Line Sweepstakes Grand Prize is **\$6,673**. Approximate retail value of the In-Store Sweepstakes Grand Prize is **\$6,673**. All prize values are expressed, and will be awarded, in U.S. Dollars.

(7) **Grand Prize Restrictions:** Sponsor reserves the right to specify the carrier for air travel. All travel and accommodations are subject to availability. Each Grand Prize Winner must book his/her travel by November 15, 2010, and take the trip between February 15, 2010 and February 1, 2011. No

refund or compensation will be made to any Grand Prize Winner in the event of trip cancellation or delay of any flight. Each Grand Prize Winner is solely responsible for all expenses and incidental travel costs including, but not limited to, meals, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, etc., local and long distance telephone calls, tips, gratuities, service charges or taxes, ground transportation between Grand Prize Winner's residence and the departure airport, and any other service or item not specifically described herein. Additional travel restrictions, conditions and limitations may apply. Each Grand Prize is non-transferable, not redeemable for cash and may not be extended past the travel dates set forth above. No prize substitutions will be made.

(8) **Pier 1 Imports Gift Card Restrictions:** The Pier 1 Imports Gift Cards are nontransferable, not redeemable for cash and no prize substitutions will be made. The Pier 1 Imports Gift Cards may not be (i) used to purchase gift cards, (ii) used as an adjustment to previous purchases, or (iii) used as payment on or credit to a Pier 1 Imports preferred credit card account. No credit or cash will be given for any unused portion. The Pier 1 Imports Gift Cards will not be replaced if lost or stolen.

(9) **Random Drawing:** Need not be present to win. A random drawing for the On-Line Sweepstakes and the In-Store Sweepstakes will be conducted by Sponsor on or about December 9, 2009. Sponsor's selections of the potential winners are final and binding. One winner per household.

(10) **Winner Notification:** Potential winners will be notified by email, mail or phone on or about December 9, 2009. Each potential winner will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility (the "**Affidavit**") in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the Affidavit within the required time period, if any fact set forth in the Affidavit is determined to be false, or if prize or prize notification is returned as undeliverable, potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only two (2) alternate drawings for each respective Sweepstakes will be held, after which the prize will remain un-awarded. Prizes will be fulfilled within a reasonable time after all winners are confirmed.

(11) **General Rules and Waiver of Liability:** Except where prohibited by law, by accepting a prize, winner (entrant) agrees that Sponsor and/or Disney Destinations and their affiliated companies may use the winner's name, address (city, state), photograph, image, likeness, and/or prize information for advertising, publicity and promotional purposes in print and all broadcast media without further notice, consent or compensation. By participating in the Sweepstakes, entrant agrees to release and hold harmless Sponsor and Disney Destinations and their parent, related, affiliated and subsidiary companies and the respective officers, directors, employees and agents of all of the foregoing (hereinafter, collectively "**Released Parties**"), from and against any and all claims or causes of action, demands, losses and liability, of any nature whatsoever, which they may now or hereafter assert including, but not limited to, claims for injury, death, or illness arising out of or claimed to be arising out of Sweepstakes entry, prize acceptance, or use/misuse of any of the aforesaid prizes. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Sweepstakes or use or redemption of any prize. Entrants acknowledge that Released Parties are not responsible in any manner or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any prize

including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Released Parties are not responsible for lost, late, stolen, incomplete, damaged, stolen, garbled, delayed, undelivered, inaccurate, illegible, postage due or misdirected entries, mail, messages or transmissions, interrupted or unavailable network, wireless, server or other connections, miscommunications, failed hardware or software or telephone transmissions or technical failures, malfunction of phones (including wireless phones/handsets), phone lines or telephone systems or other communication malfunctions, cellular equipment tower, telephone systems, wireless service problems, errors or malfunctions, garbled, misrouted, scrambled transmissions or other errors or problems of any kind whether mechanical, human, network or electronic or otherwise relating to or in connection with the Sweepstakes including, without limitation, errors which may occur in connection with the administration of the Sweepstakes or the processing of entries; for inaccurate entry or other Sweepstakes related information, printing, typographical or other errors appearing in these Official Rules, or in other Sweepstakes related materials. By participating, entrants agree to abide by these Official Rules and to the decisions of the Sponsor, which shall be final and binding in all matters relating to the Sweepstakes. All entries become the property of Sponsor.

(12) **Rules/Governing Law:** A copy of the Official Rules can be obtained at <http://www.pier1.com/disney>. The Sweepstakes is offered only in the United States and the District of Columbia. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the administration of the Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Texas or the appropriate Texas State Court located in Tarrant County, Texas; (2) any and all disputes, claims and causes of action arising out of or connected with the Grand Prizes and/or the use thereof shall be resolved individually, without resort to any form of class action, and exclusively by the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida or the appropriate Florida State Court located in Orange County, Florida; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (4) 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 administration of the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. All disputes, claims and causes of action arising out of or connected with the Grand Prizes and/or the use thereof shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

(13) **Winner:** The identity of each winner may be obtained after December 30, 2009, by sending a written request in a separate, self-addressed, stamped (#10) envelope to Pier 1 Imports at the address set forth in Section 15 below.

(14) **Cancellation/Modification:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part thereof, if any fraud, technical failures or any other factor beyond Sponsor's

reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right 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 these Official Rules or in an unsportsmanlike or disruptive manner. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES (INCLUDING ATTORNEYS' FEES) AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

(15) **Sponsor:** Pier 1 Imports (U.S.), Inc., 100 Pier 1 Place, Fort Worth, Texas 76102, Attn: Celebrate the Magic Sweepstakes.

(16) **Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy located at <http://www.pier1.com>.