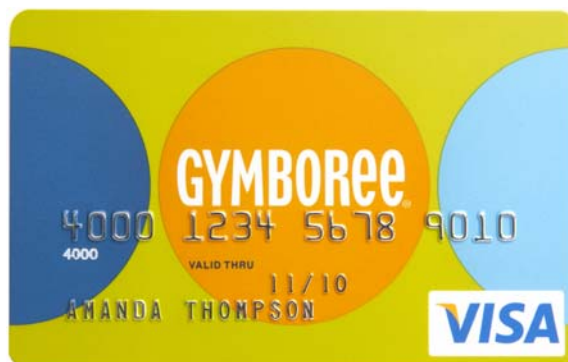




## US Bank Gymboree® Visa® \$500 Shopping Spree Sweepstakes Official Rules

**NO PURCHASE OR OBLIGATION IS NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.**

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**1. Eligibility:** The Gymboree Visa \$500 Shopping Spree Sweepstakes (the "Sweepstakes") is open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age and older as of March 1, 2010. Employees of U.S. Bank National Association ND ("Sponsor"), The Gymboree Corporation, their respective affiliates and subsidiaries, the judging organization, and any other individual or company involved in the development, promotion, or execution of the Sweepstakes, including advertising, promotional and service agencies, including The Ignition Network, LLC, any company who processes transactions and maintains account information for the Gymboree Visa Credit Card, including the immediate families (spouse, and parents, children, and siblings and their spouses) and individuals living in the same households of such employees are not eligible. Sweepstakes is subject to all applicable federal, state, local laws and regulations. Sweepstakes void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries and where prohibited by law.

**2. How to Enter:** Beginning at 12:00:01 AM Eastern Time ("ET") on March 1, 2010, and ending at 11:59:59 PM ET on February 28, 2011 ("Promotion Period"), a Gymboree Visa Cardmember ("Cardmember") in good standing will be automatically entered into the Sweepstakes when he or she uses his or her Gymboree Visa Credit Card to make a purchase anywhere Visa is accepted (other than Gymboree retail locations and Gymboree.com), or makes a balance transfer, a convenience check purchase, a cash equivalent transaction, a cash advance, or ATM withdrawal using his or her Gymboree Visa Credit Card, or incurs a fee to purchase any optional services offered through his or her Gymboree Visa Credit Card (each an "Eligible Transaction"). Eligible Cardmembers will receive one (1) entry for each dollar spent, advanced, transferred or otherwise incurred for an Eligible Transaction (i.e. a \$100 purchase will equal 100 entries) into the Monthly Sweepstakes Drawing for the corresponding month in which the Eligible Transaction was incurred, as set forth in the table below. Sweepstakes entries for foreign transactions will be calculated based on U.S. dollars as of the date of purchase using Visa's standard exchange rate.

**To Enter Without Making a Purchase or Other Eligible Transaction:** Hand-print your first name, last name, street address (no P.O. Boxes), city, state, ZIP code, e-mail address (if available), day and evening telephone numbers, and complete birth date (including year of birth) on a 3" x 5" piece of paper and mail it first class to "Gymboree Visa \$500 Shopping Spree Sweepstakes Alternate Means of Entry," P.O. Box 4071, South Bend, IN 46634-4071. A mail-in entry will be entered into the Monthly Sweepstakes Drawing for the day the mail-in entry is postmarked provided it is received by the date specified in the table below. The final drawing postmarked by date is February 28, 2011, for which entries must be received by March 7, 2011. Limit one (1) submission per outer postmarked envelope. Mechanically reproduced entries are not permitted and will be disqualified. Each valid alternate means of entry submitted will receive 72 entries into the sweepstakes. Entries become the property of Sponsor and will not be returned.

Sponsor is not responsible for lost, late, misdirected, damaged, incomplete, illegible or postage-due mail or entries, or for transactions that are processed late or incorrectly computed or are lost because of computer error or malfunctions.

**3. Drawings:** Twelve (12) monthly random drawings will be conducted per the drawing table listed below to select two (2) Monthly Grand Prize winners from all eligible entries received each month. Non-winning monthly entries will not be carried over into subsequent monthly drawings. Drawings will be conducted under the direction of The Ignition Network, an independent judging organization, whose decisions are final on all matters relating to this Sweepstakes.

Drawing	Number of Winners Selected	Start Date	End Date/Mail in Postmark Date	Last Receipt Date for Mail in Entries	Drawing Date will be on or about
Drawing # 1	2 Grand Prizes	3/1/10	3/31/10	4/7/10	4/10/10
Drawing # 2	2 Grand Prizes	4/1/10	4/30/10	5/7/10	5/11/10
Drawing # 3	2 Grand Prizes	5/1/10	5/31/10	6/8/10	6/11/10
Drawing # 4	2 Grand Prizes	6/1/10	6/30/10	7/7/10	7/9/10
Drawing # 5	2 Grand Prizes	7/1/10	7/31/10	8/7/10	8/11/10
Drawing # 6	2 Grand Prizes	8/1/10	8/31/10	9/7/10	9/11/10
Drawing # 7	2 Grand Prizes	9/1/10	9/30/10	10/7/10	10/9/10
Drawing # 8	2 Grand Prizes	10/1/10	10/31/10 Postmark 11/1/10	11/7/10	11/11/10
Drawing # 9	2 Grand Prizes	11/1/10	11/30/10	12/7/10	12/10/10
Drawing # 10	2 Grand Prizes	12/1/10	12/31/10	1/7/11	1/11/11
Drawing # 11	2 Grand Prizes	1/1/11	1/31/11	2/7/11	2/11/11
Drawing # 12	2 Grand Prizes	2/1/11	2/28/11	3/7/11	3/11/11

**4. Odds:** Estimated odds of winning a Prize are 1 in 122,522,768; however, actual odds of winning any drawing will depend on the total number of eligible entries received by the entry deadline for each drawing.

**5. Prizes: Twenty Four (24) Grand Prizes (2 per drawing/month):** a \$500 Gymboree Gift Card. Prizes are non-transferable. Federal, state, and local taxes, if any, are the sole responsibility of winner. Limit one (1) prize per person/household. Gift Cards are subject to the standard terms set by the issuer. Total value of all prizes: \$12,000.00

**6. Winner Notification/Prize Claims:** Prize winners will receive their prize within 30 days of random drawing. In the event of noncompliance with these Official Rules, or if prize is unclaimed or returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner.

**7. Additional Terms:** By accepting a prize, winners consent to the use of their names, likenesses, voices and/or biographical information for advertising and promotional purposes without additional compensation, except where prohibited by law. All winners, by acceptance of prize(s), acknowledge compliance with these Official Rules and agree to release and hold Sponsor, its affiliates, subsidiaries, and each company's respective officers, directors, employees, independent contractors, representatives, and agents ("Releasees") harmless from and against any claim or cause of action arising out of participation in the game or the receipt, redemption or use of a prize, including any injuries or damages of any kind sustained in connection with the use, acceptance, possession or awarding of any prize. By participating in this promotion, you agree to be bound by the Official Rules and by the decisions of the judging organization, which are final and binding on all matters. Sponsor reserves the right to modify prize award procedures at its discretion.

**8. Limitation of Liability:** Releasees are not responsible for printing, typographical, human or other errors of any kind in any sweepstakes-related materials; for stolen, lost, late, misdirected, damaged, incomplete, illegible, or postage-due mail or entries; or for transactions that are lost, misdirected, or fail to enter into the processing system; or are processed, reported, or transmitted late or incorrectly; or are lost for any reason, including computer, telephonic, paper-transfer, or human error, or electronic, computer, or telephonic malfunction, damage, error, omission, interruption, defect, delay in operation or transmission, or any combination thereof. If, for any reason, this Sweepstakes is not capable of running as planned, or infection by computer viruses, bugs, or tampering, unauthorized intervention, fraud, actions of entrants, technical failures, or any other causes corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any entry or entrant and/or to cancel, terminate, modify, or suspend the Sweepstakes and award prizes from among all eligible non-suspect entries validly received prior to the action requiring such modification. By entering, all entrants agree that this Sweepstakes is governed by laws of the state of Minnesota for the resolution of all claims and disputes (excluding any claims against or disputes involving parties other than Sponsor relating to any prize awarded in the Sweepstakes).

**9. Official Rules Requests:** For a copy of these full Official Rules, mail a self-addressed, stamped envelope to: Gymboree Visa \$500 Shopping Spree Sweepstakes Official Rules, P.O. Box 4032, South Bend, IN 46634-4032. Requests must be received by March 7, 2011.

**10. Winners List:** For the names of the prize winners, mail a self-addressed, stamped envelope to: Gymboree Visa \$500 Shopping Spree Sweepstakes Winner List, P.O. Box 4032, South Bend, IN 46634-4032. Requests must be received by March 7, 2011. The winners list will be sent when all drawings have been conducted and all winners have been verified.

**CONSUMER DISCLOSURE: NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. You have not yet won. (24) Grand Prizes (2 per month): a \$500.00 Gymboree Gift Card. Total Prize Pool ARV: \$10,000.00. Estimated odds of winning Grand Prize: 1 in 122,522,769, but the actual odds of winning are based upon the number of eligible entries received for each drawing. See Official Rules above for complete prize details and restrictions. Sweepstakes ends February 28, 2011. Sponsored by U.S. Bank National Association ND, 800 Nicollet Mall, Minneapolis, MN 55402.**

**Sponsor:** U.S. Bank National Association ND, 800 Nicollet Mall, Minneapolis, MN 55402

The Gymboree Corporation and its affiliates are not participants or sponsors of this promotion.