

**KOHL'S DEPARTMENT STORES, INC.**  
**KOHL'S "#KOHLBESTGIFTEVERSWEEPSTAKES SWEEPSTAKES"**  
**OFFICIAL RULES**

To enter this Sweepstakes, you must agree to and abide by these Official Rules.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS, A VALID EMAIL ADDRESS AND A TWITTER ACCOUNT TO PARTICIPATE. ELIGIBILITY: SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN THE JURISDICTION OF THEIR RESIDENCE, WHICHEVER IS OLDER) AT TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.**

**This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. By participating in the promotion, you are providing your information to Kohl's Department Stores, Inc., not to Facebook, Twitter or Instagram.**

1. **Sponsor:** Kohl's Department Stores, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, WI 53051 ("Sponsor").
2. **Administrator:** LeadDog Marketing Group, 440 9<sup>th</sup> Avenue, 17<sup>th</sup> Floor, New York, NY 10001 ("Administrator").
3. **Eligibility:** The Kohl's "#KohlsBestGiftEverSweepstakes Sweepstakes" ("Sweepstakes") is open only to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age (or the age of majority in the jurisdiction of their residence, whichever is older). Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes and/or their respective parent, subsidiary, affiliated and successor companies (collectively, the "Promotion Entities"), and immediate family and household members of such individuals, are not eligible to enter. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. Void where prohibited or restricted by law.
4. **Sweepstakes Entry:** The Sweepstakes begins on or about 9:00 am Central Time("CT") on Wednesday, November 9, 2016 and ends at 11:59 pm CT on Wednesday, November 30, 2016 ("Promotion Period"). Administrator's computer is the official clock for this Sweepstakes. Eleven (11) separate and distinct Sweepstakes Entry Periods (also referred to as "Entry Periods") comprise the Promotion Period.

**Sweepstakes Entry Periods**

<b><u>Sweepstakes Entry Periods</u></b>	<b><u>Begin Date &amp; Time</u></b>	<b><u>End Date &amp; Time</u></b>
Entry Period#1	9:00 am CT on 11/9/16	11:59 pm CT on 11/16/16
Entry Period#2	12:00 am CT on 11/17/16	11:59 pm CT on 11/17/16
Entry Period#3	12:00 am CT on 11/18/16	11:59 pm CT on 11/18/16

Entry Period#4	12:00 am CT on 11/19/16	11:59 pm CT on 11/19/16
Entry Period#5	12:00 am CT on 11/20/16	11:59 pm CT on 11/20/16
Entry Period#6	12:00 am CT on 11/21/16	11:59 pm CT on 11/21/16
Entry Period#7	12:00 am CT on 11/22/16	11:59 pm CT on 11/22/16
Entry Period#8	12:00 am CT on 11/23/16	11:59 pm CT on 11/23/16
Entry Period#9	12:00 am CT on 11/24/16	11:59 pm CT on 11/24/16
Entry Period#10	12:00 am CT on 11/25/16	11:59 pm CT on 11/25/16
Entry Period#11	12:00 am CT on 11/26/16	11:59 pm CT on 11/30/16

## **ENTRY VIA TWITTER**

There are two (2) ways to enter:

### **ENTRY METHOD #1--**

During the Promotion Period, send a tweet with a photo or link of one (1) product available and currently in stock at any Kohl's store or on [www.kohls.com](http://www.kohls.com) and containing the hashtag #KohlsBestGiftEverSweepstakes. You must follow @Kohls on Twitter. All use of the words "photo or link" includes any accompanying comment (tweet) as well. Your tweet with a photo or link along with the hashtag #KohlsBestGiftEverSweepstakes will constitute your entry into this Sweepstakes ("Entry").

Tweet will NOT constitute an Entry and will NOT be accepted if it contains more than one (1) product available and currently in stock at Kohl's or no products available and currently in stock at Kohl's. For purposes of these Rules, one (1) product means an item, comprised of one (1) or more components, which is offered for sale at a single price by Sponsor. In addition, a Kohl's gift card does NOT count as a "product" for purposes of Entry.

Tweet will also NOT constitute an Entry if it includes more than one (1) Kohl's product from more than one [1] Sweepstakes Tweet [as defined/discussed below].

If you tweeted a photo or link of a product available at Kohl's as an entry in a previous sweepstakes sponsored by Kohl's Department Stores, Inc., such tweet/photo will NOT automatically be entered in *this* Sweepstakes. You may choose the same product again for this Sweepstakes, but you must send a tweet with a photo/link of that product during the Promotion Period in accordance with these Official Rules in order to enter this Sweepstakes.

BY SUBMITTING A TWEET WITH A PHOTO or LINK ALONG WITH THE HASHTAG #KOHLSBESTGIFTEVERSWEEPSTAKES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT A TWEET WITH A PHOTO/LINK WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

### **ENTRY METHOD #2--**

During the Promotion Period, Sponsor will Tweet images of select Kohl's products\*\* ("Sweepstakes Tweet") via the Sponsor's official Twitter account (@Kohls).

\*\*{For the avoidance of doubt, "Kohl's products" are those which are available and currently in stock at Kohl's stores or on [www.kohls.com](http://www.kohls.com).}

To enter via this entry method, follow Kohl's on Twitter (@Kohls) and "re-tweet" the Sweepstakes Tweet including the hashtag "#KohlsBestGiftEverSweepstakes". Hashtag is not case-sensitive. Your re-tweet of the Sweepstakes Tweet including the hashtag #KohlsBestGiftEverSweepstakes will constitute your entry into this Sweepstakes ("Entry").

Re-tweet will NOT constitute an Entry if it includes more than one (1) Kohl's product (from more than one [1] Sweepstakes Tweet, entrant photo [as defined/discussed above], or "Conversation Card" [as defined/discussed below].)

BY RE-TWEETING THE SWEEPSTAKES TWEET INCLUDING THE HASHTAG #KOHLSBESTGIFTEVERSWEEPSTAKES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT RE-TWEET THE SWEEPSTAKES TWEET WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

**Partial or incomplete/piecemeal submissions (e.g., for Entry Method #1, tweeting your photo/link without the hashtag #KohlsBestGiftEverSweepstakes or tweeting the hashtag #KohlsBestGiftEverSweepstakes without a photo/link) will NOT BE ACCEPTED.**

Do NOT include personal information (e.g., your name, e-mail address or phone numbers) in the photo/link of a Kohl's product (for Entry Method #1) or when re-tweeting the Sweepstakes Tweet (for Entry Method #2); if photo/link/re-tweet/tweet contains personal information, it is your sole responsibility to remove all such personal information from the photo/link/re-tweet/tweet before uploading the photo/link from your Twitter account for the Sweepstakes or sending the re-tweet or tweet for the Sweepstakes (as the case may be). Among other points, photo/link/re-tweet/tweet must comply with these Official Rules in all respects, including without limitation, the Content Guidelines below.

*To be eligible for the Sweepstakes, photos/links/re-tweets/tweets must be submitted in compliance with the format and other requirements set forth on the website where persons may submit entries/photos/links/re-tweets/tweets (that is, Twitter); such requirements being made a part of these Official Rules and incorporated herein by reference.*

Once submitted, photos/links/re-tweets/tweets become the sole property of Sponsor (subject only to the rights of Twitter), cannot be modified by entrant, and will not be returned. By submitting a photo/link/re-tweet/tweet, entrant gives permission (and warrants and represents that he/she has obtained all rights necessary to give such permission and grant the license herein described (including, for entries made via Entry Method #1/photos from the photographer, if other than entrant) to Sponsor and its designees and hereby grants Sponsor and its designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (herein "License") to post entrant's photo, re-tweet or tweet (as applicable), name, likeness and all other information about the entrant contained in the photo/link/re-tweet/tweet on any media and through any means now known or hereafter devised, including without limitation, the World Wide Web, and to otherwise use entrant's photo, link, re-tweet or tweet (as applicable), name, likeness and all other information about entrant in the photo/link/re-tweet/tweet, and make derivative works therefrom, without compensation in accordance with the requirements of this Sweepstakes and the

advertising, promotion, and publicity of the Sweepstakes, Sponsor's products and services, and otherwise, as stated in these Official Rules (as solely determined by Sponsor). Such License will be confirmed by potential winner upon Sponsor's request and potential winner agrees to timely complete, sign and deliver any and all necessary documents, including without limitation, documents setting forth any licenses, releases and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind, as well as to use his/her best efforts to facilitate Sponsor's procurement of similar confirming documents from the photographer if other than the potential winner (for entries made via Entry Method #1/photos). Sponsor's failure to receive all documentation from all individuals within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, will result in the disqualification of the entry, the selection of another entry as a potential winner for the applicable Entry Period drawing as discussed below.

**Limit one (1) Entry of any kind per person per Entry Period.** Multiple entries in violation of this limit and/or mass entry attempts (whether using the same or multiple methods of entry) will result in disqualification of all entries by such person/email address/Twitter account. Entries must be manually key-stroked by the Entrant; use of automated entry devices or programs, or entries by third parties by any method of entry, are prohibited. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. Sponsor and Administrator will not be responsible for late, lost, incomplete or misdirected entries. Proof of submission of entry does not constitute proof of receipt of same. All entries must be submitted via "re-tweet" or "tweet" on Twitter in their entirety prior to expiration of Promotion Period. By entering this Sweepstakes, entrants agree to these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final in all matters relating to this Sweepstakes.

You may only use one (1) Twitter account to participate in the Sweepstakes. All Tweets must comply with the Twitter Terms of Service and Twitter Rules available at the Twitter Web Site. Important note: If your Twitter account is set to "protected mode," your updates/responses may not be visible in Sponsor's @Kohls timeline and may not thus be received by Sponsor unless you previously consented to permit @Kohls to see your Twitter updates. Do not use the hashtag #KohlsBestGiftEverSweepstakes for purposes other than participation in the Sweepstakes.

If you opt to access Twitter via your wireless mobile device, data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

- 5. Content Guidelines:** In addition to complying with all other requirements of these Official Rules and Twitter, each Entry must not contain any content that violates 3<sup>rd</sup> party rights or is profane, obscene, disparaging or is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, as determined by Sponsor/Administrator in their sole discretion. For the avoidance of

doubt, if an Entry also includes content which is in violation of the preceding content guidelines but is otherwise compliant with these Official Rules, the Entry will be disqualified.

If an Entry cannot be viewed and/or accessed by Sponsor or Administrator for any reason, such Entry shall be disqualified without any fault or liability of the Released Parties, as defined below.

\*Sponsor grants to each qualified entrant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use its trademarks solely for purposes of and limited to entry in the Sweepstakes via one or more of the entry methods set forth above; such right and license will automatically expire without further act of any party at the expiration of the Promotion Period, unless specifically extended on an individual basis by Sponsor in writing in its sole discretion. Any other use of Sponsor's and/or its licensors' trademarks will be a violation of Sponsor's or its applicable licensor's intellectual property rights. Sponsor's items (including the trademarks) cannot be modified, adapted, or edited by entrant; the preceding only excludes modifications due to technological limitations or malfunctions.

6. **Random Drawings/Selection of Winners:** Potential prize winners will be selected via a series of random drawings, with each drawing to occur on or about the business day following the conclusion of each Sweepstakes Entry Period from among all eligible entries received during a particular Sweepstakes Entry Period. All non-winning entries from any drawing/Sweepstakes Entry Period will **NOT** be carried forward to subsequent drawing(s)/Sweepstakes Entry Period(s). For the avoidance of doubt, the content of a person's photo/link or the specific Kohl's product selected by a person directly, by re-tweeting a Sweepstakes Tweet will not be taken into account in the winner selection process (provided that the photo/link/re-tweet/tweet is determined by Sponsor/Administrator to be in compliance with these Official Rules). All drawings will be conducted by LeadDog Marketing Group, an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes.

7. **Prizes, Retail Value and Odds:**

**Grand Prize (15 winners, Sweepstakes Entry Period #1 and #11 will have 3 winners each and Sweepstakes Entry Periods #2 - #10 will have 1 winner each):** Prize is: (a) the selected item as pictured or accessible in the link in the selected entry, if made via Entry Method #1 or (b) the item pictured in the Sweepstakes Tweet associated with the selected entry, if made via Entry Method #2. **IN ALL CASES, THE VALUE OF THE PRIZE IS ITS PRE-TAX PRICE, UP TO \$1,500.00, REGARDLESS OF ACTUAL VALUE/PRE-TAX PRICE OF THE ITEM IN QUESTION.** (But, if the value of the item in question is less than \$1,500.00, winner will NOT receive the difference in cash or otherwise).

TOTAL VALUE OF ALL PRIZES IS UP TO \$22,500.00.

Odds of winning the prize (or a prize, as the case may be) for a given Sweepstakes Entry Period depend on total number of eligible entries received during that Sweepstakes Entry Period. Winner is not entitled to exchange or transfer prize or to obtain cash or other substitutes. But, in the unlikely event that between the time of Sweepstakes entry and prize award, the item pictured in their entry or accessible via the link (for Entry Method #1) or pictured in the applicable Sweepstakes Tweet (for

Entry Method #2) is unavailable for any reason, Sponsor reserves the right to substitute a prize of equal or greater value; Sponsor shall use commercially reasonable efforts to award as the substitute prize an item that is similar in kind to the pictured but unavailable prize with the determination of similarity being made by Sponsor in its sole discretion. Prize will only be delivered to street address within the United States. Actual prize may differ from item as advertised at Kohl's store and/or at [www.kohls.com](http://www.kohls.com) or in Sweepstakes Tweet (as the case may be) and, Sponsor and Administrator disclaim any and all liability in conjunction with any such differences. **Limit of one (1) prize per person/family/household. Federal, state and local taxes are the sole responsibility of the winner, who will receive a 1099 tax form reflecting actual value of prize if it is valued at \$600 or more.**

**EXCEPT FOR SPONSOR'S OWN PRODUCTS THAT MAY BE COVERED BY A WARRANTY (AND, IN SUCH CASE, THE WARRANTY SHALL BE EXPRESSLY LIMITED TO ITS TERMS), SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE (OR ANY COMPONENT OF ANY PRIZE), INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. **Winner Notification:** Potential winner will be notified on or about the business day following the conclusion of each Sweepstakes Entry Period by direct message and must allow for Kohl's to contact him/her via direct message. The initial verification notification (direct message) will request that the potential winner email the Administrator at a specific email address with specific personal information (e.g., full name, address, phone number, email address, date of birth, and Twitter username). Failure to respond to the initial verification notice within twenty-four (24) hours with all required information, or if initial verification notice is undeliverable after two (2) attempts will result in disqualification. Potential winner may be required to sign and return within three (3) business days, an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law and W-9 form if applicable ("Winner Documents"). If the Winner Documents are not returned to Sponsor within specified time period (if applicable), potential winner may be disqualified. If the potential winner is disqualified, or if prize is returned as undeliverable, prize will be awarded to an alternate winner selected in a random drawing from all remaining non-winning eligible entries received during the applicable Sweepstakes Entry Period. In the event of any dispute concerning the identity of any Entrant, the Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting email account associated with the Twitter account used to participate in the Sweepstakes. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.
9. **Conditions and Limitations of Liability:** By participating in this Sweepstakes, entrants agree to release and hold harmless the Promotion Entities, as well as each of their respective officers, directors, employees, agents and representatives and each of their respective successors, representatives and assigns, as well as Facebook, Inc., Instagram, LLC, and Twitter, Inc. (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, receipt, possession or use/misuse of any prize. By entering, entrants

also authorize the Sponsor and its designees to use their name, voice, likeness, photograph, prize information (if applicable), biographical data and city and state of residence in programming, advertising and/or promotional material or on a winners' list (if applicable) without compensation to the extent permitted by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without obligation or compensation. Sweepstakes subject to the laws of the United States only. All federal, state and local laws and regulations apply. All entries become the property of the Sponsor (subject only to the rights of Twitter).

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind affecting the Sweepstakes in any manner, including but not limited to electronic malfunction or damage of any network, hardware or software (This includes but is not limited to filtering by [or other operation of] the technology of Twitter.) The foregoing also includes any malfunction/error/failure deemed by Sponsor/Administrator in the sole discretion of either party to impact the availability or accessibility of photos/links/re-tweets/tweets submitted by entrants or the transmission or receipt of winner notifications. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (including entries or otherwise), Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right to conduct the Sweepstakes and award the prize/prizes for affected Sweepstakes Entry Period(s) by means of a random drawing from among all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor for affected Sweepstakes Entry Period(s) or otherwise in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on the [www.Kohls.com](http://www.Kohls.com) and on the Twitter account for Kohl's. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry or participation to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any person's computer or wireless mobile device related to or resulting from participation in or downloading any materials from this Sweepstakes. (This includes but is not limited to a technological or programming malfunction/failure/error of any kind in a Sweepstakes Tweet.) Failure of Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

Persons entering the Sweepstakes further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE (INCLUDING MOBILE WEBSITES) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 10. Disputes:** To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the awarding of prizes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Wisconsin or an appropriate Wisconsin State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) 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 Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.
- 11. Privacy Policy:** The entry information provided is subject to the Kohl's Privacy Policy available at <http://www.kohls.com/catalog/common/content.jsp?pageName=securityprivacy>.
- 12. Winners' List:** For the names of Grand Prize winners, mail a self-addressed, stamped envelope to: Kohl's #KohlsBestGiftEverSweepstakes Sweepstakes Winners, c/o LeadDog Marketing Group, 440 9<sup>th</sup> Avenue, 17<sup>th</sup> Floor, New York, NY 10001, for receipt no later than 12/30/16.