

Kohl's Inc.
YAY FOR BLACK FRIDAY! Sweepstakes
OFFICIAL RULES

To participate in the "YAY for Black Friday! Sweepstakes" ("**Promotion**"), you must agree to and abide by these Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. **Sponsor:** Kohl's Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, WI 53051 ("**Sponsor**").
2. **Administrator:** Probability LLC, 2 Woodstock Meadows Ln, PO Box 1484, Woodstock, NY 12498 ("**Administrator**").
3. **Eligibility:** The Promotion is open only to persons who are legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age (or the age of majority in their jurisdiction of residence, whichever is older) at time of entry. Any individuals (including but not limited to employees [full-time, part-time and seasonal], 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 Promotion or supplying the prizes, and/or their respective parent, subsidiary, affiliated and successor companies (collectively, the "**Promotion Entities**"), and the immediate family and household members of any of the foregoing individuals, are not eligible to play or win. "**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 (3) months a year, whether related or not. Potential winners may be required to provide proof of eligibility upon request prior to prize award. Void where prohibited or restricted by law.
4. **Sweepstakes:** The Sweepstakes begins on or about 5:00 a.m. local time (actual time depends on when Kohl's store location opens for business on 11/24/23) and ends approximately three (3) hours thereafter (i.e., on or about 8:00 a.m. local time on 11/24/23), or when all game pieces have been distributed, whichever occurs first, subject to the applicable prize claim deadline set forth below ("**Promotion Period**").

If you are the one of the first two-hundred (200) customers (18 or older) to visit a Kohl's store in the U.S. during the Promotion Period (i.e., when the Kohl's store opens for business on 11/24/23), you will receive one (1) game piece. Some Kohl's stores may deplete their supplies of game pieces before others and in such event, Sponsor shall have no liability.

YOU ARE NOT REQUIRED TO PURCHASE ANYTHING FROM KOHL'S IN ORDER TO RECEIVE A GAME PIECE AND MAKING A PURCHASE WILL IN NO WAY IMPROVE YOUR CHANCES OF WINNING.

To find out what prize you have won, peel back the specified area on the game piece. Your game piece will reveal either Kohl's Cash®, or a physical prize (as outlined in Section 5 below).

GAME PIECES FOR PHYSICAL PRIZES ARE NOT REDEEMABLE FOR PRIZES AT ANY KOHL'S STORE INCLUDING AT KOHL'S KIOSK. DO NOT GIVE A GAME PIECE TO A KOHL'S ASSOCIATE FOR REDEMPTION. THE ROLE OF KOHL'S ASSOCIATES IS LIMITED TO THE DISTRIBUTION OF GAME PIECES AND THEY CANNOT REDEEM GAME PIECES OR TELL ENTRANTS WHAT PRIZE THEY'VE WON.

{AS DISCUSSED BELOW, GAME PIECES WHICH REVEAL KOHL'S CASH® PRIZES **ARE** REDEEMABLE AT KOHL'S STORES.}

Approximately 235,000 game pieces will be distributed at Kohl's store locations nationwide.

Winner Verification (Physical Prizes):

YOU MUST HAVE ACCESS TO THE INTERNET AND A VALID E-MAIL ADDRESS TO CLAIM A PHYSICAL PRIZE.

To claim your prize, visit the website (as indicated under the peel area) ("**Website**"). You will be asked to provide your name, e-mail address, and the 8-character alphanumeric code ("**Code**") from under the peel area on your game piece. (Be sure to input the Code exactly as it appears on the game piece.) Then, click the "Submit" button on the Website. You will receive a CONGRATULATIONS message (and a description of the prize potentially won subject to verification). **SCREEN SHOTS OF THE PRIZE MESSAGE (OR IMAGES OF THE GAME PIECE) ARE NOT PROOF OF WINNING; YOU ARE NOT A WINNER OF ANY PRIZE, EVEN IF THE GAME PIECE (AND/OR WEBSITE) SHOULD SO INDICATE, UNLESS AND UNTIL YOUR ELIGIBILITY AND THE POTENTIALLY WINNING GAME PIECE HAVE BEEN VERIFIED BY ADMINISTRATOR TO THE EXTENT APPLICABLE.**

CLICK THE CHECK BOX SIGNIFYING THAT YOU MEET THE PROMOTION ELIGIBILITY REQUIREMENTS AND HAVE READ AND AGREE TO THESE OFFICIAL RULES. IF YOU DO NOT CHECK THE BOX INDICATING YOUR CONFIRMATION OF AND AGREEMENT TO THE ABOVE, YOU WILL NOT BE ABLE TO REDEEM GAME PIECE FOR PHYSICAL PRIZE.

Sponsor may use an entrant's name, or email address for future promotional and marketing purposes in accordance with Sponsor's privacy policy, available at <https://www.kohls.com/feature/privacy-policy.jsp>.

Limit one (1) Code submission per person or e-mail address during the Promotion Period. Multiple entries in excess of this limitation or mass entry attempts will result in disqualification of all entries by such person. Entries must be manually key-stroked; use of automated entry devices or programs is prohibited. Once submitted, entries become the sole property of Sponsor, cannot be modified by entrant, and will not be returned.

If you opt to access the Website and participate in the Promotion 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 Promotion. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

All game pieces/Codes are subject to verification as per the applicable prize claim procedure set forth herein. Potential winners may be required to furnish Sponsor or Administrator with proof of eligibility and compliance with these Official Rules (possibly including the original potentially winning game piece itself); and, failure to do so, or if proof of Official Rules compliance is determined to be inadequate in the sole discretion of Sponsor/Administrator, it may result in disqualification and prize forfeiture. Game pieces/Codes are void and will be rejected if they contain printing, typographical, mechanical or other errors or are otherwise printed/produced in error. Game pieces/Codes are also void (and will be rejected) if not obtained through authorized, legitimate channels (i.e., directly from a Kohl's associate at a Kohl's store location on 11/24/23), or if any part is defective, illegible, altered, duplicated, photocopied, reproduced, forged, counterfeited, defaced, mutilated or tampered with in any way or if they contain or are the result of printing, digital, electronic, typographical, mechanical or other error. And, should Sponsor or Administrator determine that an attempted act of fraud has taken place, Sponsor and/or Administrator reserve the right to prosecute such action to the fullest extent permitted by law. Game pieces contain special anti-fraud security markings. The sole responsibility for any irregular game piece is replacement with another randomly selected game piece or Code, provided supplies last at a given Kohl's store location; and, if supplies of game pieces are depleted at such affected Kohl's store location, Sponsor and Administrator shall not have any liability whatsoever relative to such irregular game piece. Each game piece/Code may only be submitted once. Codes submitted (and game pieces redeemed, as applicable) in any manner other than as stated in these Official Rules are void and will not be honored or returned. The sale (via auction or otherwise), trading, transfer, assignment, combining or barter of any Code, game piece or other Promotion materials is prohibited and constitutes an act of fraud. Game pieces and Codes have no cash value, and may not be purchased or redeemed for cash or credit. Codes/game pieces may only be used in a manner consistent with, and as stated in, these Official Rules; any other use (or attempted use) of Codes/game pieces constitutes fraud. Unclaimed/forfeited Prizes (as described in Rule 5 below) will **NOT** be awarded.

All Codes redeemable for Physical Prizes must be submitted and recorded by Administrator's computer by 12/8/23 at 11:59:59 p.m. Eastern Time (ET). All Kohl's Cash® Prizes must be redeemed by 11/24/23 at 11:59:59 p.m. Pacific Time (PT).

If due to printing, programming, electronic, seeding or other error of any kind, the number of winning prize claims received for any prize category exceed the quantity of prizes for that prize category as per Rule 5 below, only the indicated quantity of prizes allocated to that prize category will be awarded via a random

drawing from among all eligible prize claimants for prizes in that prize category (excluding those prizes in such prize category that have already been awarded). IN NO EVENT WILL MORE THAN THE PRIZE QUANTITIES SET FORTH IN RULE 5 BELOW BE AWARDED IN THE PROMOTION.

5. Instant Win Prizes (235,000), Approximate Retail Value ("ARV") and Odds of Winning (UNCLAIMED/UNREDEEMED PRIZES WILL GO UNAWARDED):

Prize	Quantity	ARV (each)	Odds
\$5 Kohl's Cash ^{®†}	208,460	\$5.00	1:1
\$10 Kohl's Cash ^{®†}	20,000	\$10.00	1:12
\$25 Kohl's Cash ^{®†}	2,500	\$25.00	1:94
\$50 Kohl's Cash ^{®†}	1,000	\$50.00	1:235
\$50 Sephora [®] Gift Card*	2,000	\$50.00	1:118
Shark Matrix™ Self-Empty Robot Vacuum	50	\$499.99	1:4,700
Shark [®] WANDVAC [®] Power Pet Cordless Handheld Vacuum	50	\$149.99	1:4,700
Shark [®] Air Purifier 3-in-1 with True HEPA Filter	50	\$399.99	1:4,700
Ninja [®] Espresso & Coffee Barista System	50	\$279.99	1:4,700
Ninja [®] Foodi 8-in-1 Digital Air Fry Oven	50	\$229.99	1:4,700
Ninja Extended Life Premium Ceramic 10.25" Fry Pan	50	\$59.99	1:4,700
Margaritaville [®] Bahamas™ Frozen Concoction Maker [®]	20	\$299.99	1:11,750
Mr. Coffee [®] One-Touch CoffeeHouse+ Espresso, Cappuccino & Latte Maker	20	\$399.99	1:11,750
KitchenAid [®] 5 Quart Black Ceramic Bowl	100	\$99.99	1:2,350
KitchenAid [®] 9-Cup Food Processor	75	\$179.99	1:3,133
JBL Tune Flex True Wireless Noise Cancelling Earbuds	20	\$99.99	1:11,750
JBL Tune Buds Noise Cancelling Earbuds	20	\$99.99	1:11,750
Cuisinart 7.5" Cleanburn Smokeless Tabletop Fire Pit	50	\$79.99	1:4,700
Stella Grace Diamond Heart Pendant & Sterling Silver Chain	100	\$550.00	1:2,350
Stella Grace White Sapphire & Sterling Silver Necklace & Earrings	100	\$250.00	1:2,350
Stella Grace Freshwater Cultured Pearl & Sterling Silver 3-pc. Jewelry Set	100	\$300.00	1:2,350
GOTRAX [®] Emerge Electric Bike	15	\$999.99	1:15,667
DELSEY [®] Air Armour Hardside Spinner Luggage	100	\$199.99	1:2,350
LEGO [®] Sets^	20	\$5,094.73	1:11,760

Total ARV of All Prizes: \$1,828,187.40.

Note: in all cases, third party trademarks are used for prize identification purposes only. No endorsement or sponsorship is intended or implied by such use.

Any costs and incidentals not specified herein are the winner's sole responsibility.

†FOR KOHL'S CASH®: Prize must be redeemed on 11/24/23 by 11:59:59 p.m. PT. Kohl's Cash® is subject to terms and conditions thereon. Kohl's Cash® may be redeemed in-store or on-line at www.kohls.com but: (a) is NOT legal tender and cannot be redeemed for cash; (b) will be applied to purchases prior to percent-off total discounts; (c) cannot be redeemed (i) on purchases of Kohl's Cares® merchandise or other charitable items; (ii) to reduce customer's Kohl's Charge or any third party charge balance; (iii) as price adjustments on prior purchases; (iv) to purchase gift cards; (v) on Sephora® at Kohl's products and (d) must be used by designated redemption deadline or its value is forfeited.

***FOR SEPHORA® GIFT CARD:** Prize will be delivered electronically. Sephora® Gift Card will be delivered by Sephora (via CashStar) on or about December 22, 2023. Sephora® gift card is subject to terms and conditions thereon. Without limitation: Sephora® gift card may be redeemed at Sephora® locations in the United States or Canada; at www.sephora.com; via the Sephora mobile application ("app"); and at Sephora® stores at Kohl's.

FOR MERCHANDISE PRIZES OTHER THAN KOHL'S CASH® AND SEPHORA® GIFT CARD: Allow up to 2-4 weeks after provision of street address (following validation of game piece) for delivery of prize. Not valid for in-store pick up. PRIZE MUST BE USED IN ACCORDANCE WITH MANUFACTURER'S SAFETY INSTRUCTIONS: FOR EXAMPLE, FOR ELECTRIC BIKE, A HELMET MUST BE WORN WHENEVER OPERATING THE ELECTRIC BIKE, OPERATOR MUST AT ALL TIMES ABIDE BY APPLICABLE LAWS; AND, ELECTRIC BIKE MUST BE PROPERLY STORED; AND, TABLETOP FIRE PIT IS INTENDED ONLY FOR OUTDOOR USE. **Prizes will only be delivered to a street address in the fifty (50) United States or Washington, D.C.**

FOR STELLA GRACE JEWELRY: ARV represents retail value – but not appraisal value of jewelry. Insurance is not included as part of prize.

^FOR LEGO® SETS (GRAND PRIZE): Prize includes one (1) of each of the following items: LEGO® Star Wars The Razor Crest 75331 Building Kit; LEGO® Harry Potter Hogwarts Express – Collectors' Edition 76405; LEGO® Technic Ferrari Daytona SP3 42143 Building Kit (3,778 Pieces); LEGO® Ideas Grand Piano; LEGO® Ideas Typewriter 21327 Building Kit; LEGO® Icons Land Rover Classic Defender 90 10317 Building Kit (2,336 Pieces); LEGO® City Rocket Launch Center 60351 Building Kit (1,010 Pieces); and more. Exact LEGO® product sets to be determined at Sponsor's sole discretion. Prize elements may be shipped separately.

FOR GOTRAX® AND LEGO® SET PRIZES: Winners will be required to electronically complete, sign and return: (i) a Declaration of Eligibility, Release and Indemnification, and Publicity Release; and (ii) any other documents that Sponsor or other Promotion Entities may require in conjunction with the Prize (collectively, the "**Winner Documents**"). **Winner Documents must be**

completed and received by 11:59:59 p.m. ET on December 8, 2023. Winner Documents will be collected by DigiSigner GmbH ("**DigiSigner**") and shared with Kohl's Inc. and Probability LLC solely for the purposes of Sweepstakes administration. All entrant data will be deleted from DigiSigner once Winner is verified and confirmed. If potential Prize winner does not return all Winner Documents to Administrator (via DigiSigner) within the specified time period, if prize notification is returned as non-deliverable, if potential Prize winner is found to be ineligible or otherwise not in compliance with these Official Rules, or if potential winner does not accept the Prize for any reason, Prize will be forfeited and potential Prize winner will be disqualified. If a potential Prize winner is disqualified for any reason, Prize will remain unawarded

FOR ALL PRIZES: Limit of one (1) prize per person. Prizes are not redeemable for cash. The preceding excludes in those jurisdictions where applicable law allows for the cash redemption of gift cards, Sephora® Gift Card. Prizes are not transferable. No substitutions allowed, except Sponsor reserves the right to substitute prize or portions thereof with a prize of equal or greater value if an element listed or any portion thereof is unavailable for any reason. Prize elements may be shipped separately (if applicable). Prizes are provided "as is"; entrants acknowledge that Sponsor and the Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize, including any implied warranty of merchantability or fitness for a particular purpose (the preceding excludes Kohl's Cash® prizes, to the extent applicable). Any prizes composed of multiple elements must be accepted in its entirety and cannot be separated. Color, size and style of various prize components will be determined by Sponsor in its sole discretion (except where otherwise noted). Any images of prizes/prize components in advertising are for illustrative purposes only and actual items awarded as prizes/prize components may differ from such images for various reasons; and Sponsor and Administrator disclaim any and all liability in conjunction therewith.

Winners will be solely responsible for all local, state and federal taxes on prize(s) won in the Promotion. GOTRAX® and LEGO® winners will be issued an IRS 1099 Tax Form for tax purposes in the amount of the actual retail value of their prize and must submit their social security number, as required by law.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Promotion 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 Promotion, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or disqualify any individual who tampers with (or attempts to tamper with) the entry process/operation of the Promotion (or any part thereof). The preceding includes but is not limited to one or more Kohl's locations not being able to distribute game pieces as intended on 11/24/23 for any reason beyond Sponsor's control. In such event, Sponsor shall conduct the and make the Prizes available to be won in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. Notice of cancellation/termination/modification/suspension of

Promotion will be posted on the Website, www.kohlsblackfridaysweepstakes.com and at all affected Kohl's store locations, to the extent feasible. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, prize claims/Code submissions; 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 to be received (or for any e-mail regarding participation in the Promotion to be delivered whether due to e-mail filter or other cause) 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 entrant's or any other person's computer/mobile device related to or resulting from participation in or downloading any materials from this Promotion.

Entrants further agree not to knowingly damage or cause interruption of the Promotion and/or prevent others from participating in the Promotion, including but not limited to fully complying with the Code of Conduct as set forth below. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR (E.G., BY TAMPERING WITH A GAME PIECE OR 8-DIGIT CODE), SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

CODE OF CONDUCT: Persons must conduct themselves at all times in an appropriate, well-behaved and socially responsible manner when visiting Kohl's location in order to receive a game piece (while supplies last) or when redeeming a game piece for Kohl's Cash® (as applicable). Without limitation, the following conduct will result in withholding of game piece (should supplies remain) or withholding of Kohl's Cash® as the case may be and, if sufficiently egregious, ejection from the Kohl's store location and perhaps legal sanctions perhaps without warning: (a) pushing, punching, shoving, kicking or otherwise touching another person (whether a consumer, Kohl's associate or other); (b) menacing, harassing or verbally abusing another person (whether a consumer, Kohl's associate or other), including arguing with Kohl's associate in conjunction with whether (or not) one will receive a game piece, the redemption of game piece for Kohl's Cash® or otherwise; (c) attempting to "cut" the queue/line; (d) visiting Kohl's location in a state of intoxication or impairment; (e) consuming alcohol beverages, drugs (other than prescription medication), tobacco, e-cigarettes (i.e., vaping), while visiting Kohl's location; (f) failing to abide by social distancing and mask-wearing requirements, as applicable; (g) failing to abide by instructions of Kohl's associates, security personnel and/or police (to the extent applicable).

- 6. Conditions and Limitations of Liability:** By participating, each entrant agrees: (a) to be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects; and (b) to release, discharge and hold harmless each of the Promotion Entities, each of their respective advertising and promotion agencies, any entity responsible for the administration of this Promotion, each of the foregoing entities' respective parent, subsidiary, related, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees, as well as Meta Platforms, Inc., TikTok Inc. and X Corp. (collectively, the "**Released**

Parties") from any and all actions, claims, injury, loss or damage, including, without limitation, death and bodily injury, arising in any manner, directly or indirectly, in whole or in part, from participation in this Promotion or any Promotion-related activity (including without limitation, any travel related thereto), and/or from entrant's acceptance, receipt, use or misuse of Prize[s] (including without limitation, any failure to pay taxes thereon).

By accepting Prize(s), Prize Winners grant Sponsor and its designees permission to use their name, voice, likeness, photograph, Prize information, biographical data and city and state of residence on a winners' list (if applicable) and for programming, publicity and promotional purposes, worldwide in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. The preceding may also include recording of prize award/prize claim procedure as determined in the sole discretion of Sponsor. Sponsor and its designees are 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 discretion, without further obligation or compensation. Promotion subject to the laws of the United States only. All federal, state and local laws and regulations apply.

7. **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 Promotion or any prize awarded 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 Promotion, 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 Promotion 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.
8. **Privacy Policy:** The entry information provided is subject to the Kohl's Privacy Policy found at <https://www.kohls.com/feature/privacy-policy.jsp>.
9. **Winners' List:** For a list of major prize winners, mail a separate, self-addressed, stamped envelope to: "Kohl's YAY for Black Friday! Sweepstakes Winners", PO Box 1559, Social Circle, GA 30025-1559. All such requests must be received by January 30, 2024.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, TikTok or X. By participating in the Promotion, you are providing your information to Kohl's, Inc., not to Meta Platforms, Inc., TikTok Inc., or X Corp.