

KOHL'S, INC.
Kohl's Black Friday 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 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 EIGHTEEN (18) YEARS OF AGE (OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE) AT TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

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 *Kohl's Black Friday Sweepstakes* (the "Sweepstakes") is open only to legal residents of the 50 United States and Washington D.C., who are at least eighteen (18) years of age (or the age of majority in their jurisdiction of residence) and who have a valid e-mail account, Twitter account and Internet access as of 11/20/21. Employees of Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, or supplying the prize (or any portion of the prize), 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 enter 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 prior to prize award. **Void where prohibited or restricted by law.**
4. **Sweepstakes Schedule:** The Sweepstakes begins on or about 9:00 am Central Standard Time ("CST") on Sunday, November 21, 2021 and ends at 11:59 p.m. CST on Friday, November 26, 2021 ("Promotion Period").
5. **Sweepstakes Entry:**

During Promotion Period, Sponsor will tweet at least one (1) promotional video and/or photo ("Sweepstakes Tweet," collectively "Sweepstakes Tweets") via the Sponsor's official Twitter account (@Kohls).

Entrants may enter during the Promotion Period via Twitter as follows:

- (i) Follow Kohl's on Twitter (@Kohls)
- (ii) "Re-Tweet" the Sweepstakes Tweet that includes the hashtag "#KohlsBlackFridaySweepstakes". Hashtag is not case-sensitive.

Do NOT include a photo and/or any other comment/content other than the required hashtag as part of your Re-Tweet. Without limiting the foregoing, Do NOT include personal information (e.g., your name, e-mail address or phone numbers) in the Re-Tweet. Re-Tweets containing content other than one (1) original Sweepstakes Tweet and the required hashtag or which modify the original Sweepstakes Tweet will be disqualified.

If you do not have a Twitter account, you can visit <http://twitter.com> and create a Twitter account according to the instructions on the website. Creating a Twitter account is free. Please note that you must agree to comply with the Twitter Terms of Service in order to create a Twitter account.

Your Re-Tweet of one (1) Sweepstakes Tweet that also includes the hashtag #KohlsBlackFridaySweepstakes will constitute your entry into this Sweepstakes (the "Entry"). Do NOT include or combine more than one (1) Sweepstakes Tweet in a Re-Tweet as this will not result in entry.

BY POSTING A RE-TWEET THAT INCLUDES THE HASHTAG #KOHLSBLACKFRIDAYSWEEPSTAKES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT POST A RE-TWEET WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

LIMIT ONE (1) ENTRY PER SWEEPSTAKES TWEET PER PERSON DURING THE PROMOTION PERIOD.

FOR THE AVOIDANCE OF DOUBT, IF A PERSON POSTS MULTIPLE RE-TWEETS OF A SWEEPSTAKES TWEET WITHIN THE PROMOTION PERIOD, ONLY THE FIRST RE-TWEET WILL BE CONSIDERED FOR POSSIBLE ENTRY IN THE SWEEPSTAKES (AND, IF THE FIRST RE-TWEET DOES NOT INCLUDE THE REQUIRED HASHTAG OR IS OTHERWISE NOT IN FULL COMPLIANCE WITH THESE OFFICIAL RULES, THE PERSON SUBMITTING SAME MAY NOT RECEIVE AN ENTRY IN THE SWEEPSTAKES.)

Partial or incomplete/piecemeal submissions (e.g., re-tweeting a Sweepstakes Tweet but not including the required hashtag, or including the hashtag but not re-tweeting a Sweepstakes Tweet) **will NOT BE ACCEPTED.**

Re-Tweet must be created for the sole purpose of this Sweepstakes and must be posted by the entrant. To be eligible for the Sweepstakes, Re-Tweets must be submitted in compliance with the format and other requirements set forth by Twitter.

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, inaccessible/blocked, incomplete or misdirected entries. Proof of submission (posting) of Entry does not constitute proof of receipt of same. All Entries must be submitted via "re-tweet" on Twitter in their entirety prior to expiration of the Promotion Period. By entering this Sweepstakes, entrant agrees to these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final in all matters relating to this Sweepstakes. By submitting a Re-Tweet, entrant gives permission 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 use entrant's Re-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 Re-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. 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 and the selection of another entry in the applicable drawing as a potential winner.

You may only use one (1) Twitter account to participate in the Sweepstakes. All Re-Tweets must comply with the Twitter Terms of Service and Twitter Rules available at the Twitter Website. **Important note:** If your Twitter account is set to "protected mode," or "private," your Entry may not be viewable by Sponsor/Administrator, and thus, it is recommended that your Twitter account is set to "public" in order to enter.

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.

If for any reason the Sweepstakes is not capable of running as planned (in whole or in part), 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, Sponsor reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Sweepstakes, who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes (in whole or in part). In such event, Sponsor reserves the right to conduct the Sweepstakes and award the prizes by means of random drawing comprised of all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor 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 Kohls.com, as well as on Sponsor's official Twitter page. Without limitation of any other term here, Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, technical failures of any kind (including but not limited to electronic malfunction or damage of any network, hardware or software), 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 Sweepstakes Tweets; 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 Sweepstakes Tweet to be accessible 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 or mobile device related to or resulting from participation in this Sweepstakes. Sponsor and its agencies also expressly disclaim any responsibility for entries not received and/or Sweepstakes Tweets not being accessible due to filtering or other operation of the functionality of Twitter.

Entrants 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 OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE SWEEPSTAKES, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

6. **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 3rd 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. 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.

7. **Random Drawing/Selection of Winners/Notification of Winners:** Potential prize winners will be selected via a random drawing on or about 11/29/21. For the avoidance of doubt, Entry MUST be in compliance with these Official Rules (that is, Re-Tweet along with the hashtag #KohlsBlackFridaySweepstakes) to be eligible. Drawing will be conducted by Probability LLC, Inc., an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes. Each potential winner will be notified by direct message from the Sponsor's official Twitter account (@Kohls). It is recommended you confirm your Twitter notification settings are turned on. The initial verification notification (direct message) will request that the potential winner go to a specific website and complete an entry form 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, as well as other documents that Sponsor may require, including a W-9 Tax form ("Winner Documents"). If the Winner Documents are not returned to Sponsor within specified time period, potential winner may be disqualified. If a 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 Promotion 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 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.

8. **Prizes, Approximate Retail Value ("ARV") and Odds:**

Grand Prize (1 winner): Grand Prize winner will receive a \$5,000 Kohl's e-Gift Card redeemable at any Kohl's store or on-line at www.kohls.com; subject to terms and conditions of use as provided therewith.

First Prize (10 winners): Each First Prize winner will receive a \$1,000 Kohl's e-Gift Card redeemable at any Kohl's store or on-line at www.kohls.com; subject to terms and conditions of use as provided therewith.

Second Prize (10 winners): Each Second Prize winner will receive a \$500 Kohl's e-Gift Card redeemable at any Kohl's store or on-line at www.kohls.com; subject to terms and conditions of use as provided therewith.

TOTAL ARV OF ALL PRIZES: \$20,000.00

Odds of winning a prize depend on total number of eligible entries received during the Promotion Period. Winners are not entitled to exchange or transfer prize or to obtain cash or other substitutes and Sponsor reserves the right to substitute prize of equal or greater value if the prize listed is unavailable for any reason. Federal, state and local taxes are the sole responsibility of each prize winner. Should Winner be awarded Sweepstakes Prizes with a total value equal to, or in excess of \$600, he/she will be required to sign an IRS Form 1099 and winner's receipt of prizes will be reported to the Internal Revenue Service as per applicable law. **Limit of one (1) prize per person/family/household.**

- 9. 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 in all respects; and (b) to release, discharge and hold harmless the Promotion Entities, Twitter Inc., each of their respective advertising and promotion agencies, each of the foregoing entities' respective parent, subsidiary, related, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees (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 Sweepstakes or any Sweepstakes-related activity, and/or from entrant's acceptance, receipt, use or misuse of any prize. Without limiting the foregoing, Sponsor makes no warranty, representation or guarantee of any kind regarding the Grand Prizes, including the warranty of merchantability or fitness for intended purpose.

By accepting a prize, winner grants Sponsor and its designees permission to use his/her name, voice, likeness, photograph, prize information, biographical data and city and state of residence on a winners' list 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. 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 sole discretion, without further 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 Sponsor and will not be acknowledged.

- 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; (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 <https://www.kohls.com/feature/privacy-policy.jsp>.

12. Winners' List: For the names of winners, send an email to winnerslist@probabilityworks.com with "The Kohl's Black Friday Sweepstakes Winners" in the subject line, for receipt no later than 12/10/2021 at 5:00 pm ET.

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