

KOHL'S DEPARTMENT STORES, INC.
For All The Moms Giveaway
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 INSTAGRAM 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 Department Stores, 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 "For All The Moms Giveaway" (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, Instagram account and Internet access. Employees of Sponsor, Administrator, The Everygirl LLC, 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 Time ("CT") on Monday, April 12, 2021 and ends at 9:00 a.m. CT on Saturday, May 8, 2021 ("Promotion Period"), as set forth in the chart below. Five (5) separate and distinct Sweepstakes entry periods (each, an "Entry Period" and collectively, "Entry Periods") will take place during the Promotion Period. Administrator's computer is the official clock for this Sweepstakes.

Sweepstakes Entry Periods

<u>Entry Period</u>	<u>Begin Date & Time</u>	<u>End Date & Time</u>
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Period #1	9:00 am CT on 4/12/21	9:00 am CT on 4/15/21
Period #2	9:01 am CT on 4/15/21	9:00 am CT on 4/22/21
Period #3	9:01 am CT on 4/22/21	9:00 am CT on 4/29/21
Period #4	9:01 am CT on 4/29/21	9:00 am CT on 5/6/21
Grand Prize Period	9:00 am CT on 4/12/21	9:00 am CT on 5/8/21

5. Sweepstakes Entry:

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

- (i) Follow Kohl's (@Kohls) and The Every Mom (@TheEveryMom) on Instagram if you do not already.
- (ii) Post an original photo showing what motherhood means to you, to your Instagram profile/gallery or Instagram Story (each a "Post", collectively "Posts") containing the hashtag "#ForAllTheMomsSweepstakes" ("**Sweepstakes Hashtag**") and tagging Sponsor (@Kohls) and The Every Mom (@TheEveryMom).

If any anyone other than you appears in the Post, you must obtain their prior consent. In particular, you must make them aware that they will be included in the Post with the understanding that you will submit the Post as a Sweepstakes Entry. If they are minors in their jurisdiction of residence, the consent must be provided by their parent/legal guardian.

Actions to enter the Sweepstakes that do not include the Sweepstakes Hashtag and tagging Sponsor and The Every Mom will not be counted as Entries. You may include text in your photo caption or Instagram Story (as applicable) in addition to the Sweepstakes Hashtag, but this is not required for entry (nor will the inclusion of additional text in any way increase your odds of winning a prize.) The term "Entry" includes any text that accompanies the Sweepstakes Hashtag.

If you do not have an Instagram account, you can visit <https://instagram.com/> or download the Instagram app on a compatible device from the iTunes App Store or Google Play and create an Instagram account according to the instructions on the website/app. Creating an Instagram account is free. Please note that you must agree to comply with the Instagram Terms of Service in order to create an Instagram account.

BY POSTING A PHOTO OR STORY TO INSTAGRAM THAT INCLUDES THE SWEEPSTAKES HASHTAG "#FORALLTHEMOMSSWEEPSTAKES", YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT POST WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

Your Post that includes both (a) the Sweepstakes Hashtag (#ForAllTheMomsSweepstakes) and (b) tags the Sponsor (@Kohls) and The

Every Mom (@TheEveryMom) will constitute your entry into this Sweepstakes ("Entry").

LIMIT ONE (1) ENTRY PER PERSON PER ENTRY PERIOD DURING THE PROMOTION PERIOD. You may only use one (1) Instagram account to participate in the Sweepstakes. Posts must be created for the sole purpose of this Sweepstakes and must be posted by the entrant. (DO NOT COPY OTHERS' WORKS, IN WHOLE OR IN PART. YOU MUST OTHERWISE COMPLY WITH THE CONTENT GUIDELINES BELOW AND OTHER TERMS HEREIN). **Re-posts will not be accepted.** Once posted by entrant, a Post cannot be edited, augmented or modified by entrant. Do NOT include personal information (e.g., your name, e-mail address, or phone number) in the Entry itself. If the Entry contains personal information, it is your sole responsibility to remove all such personal information from the Post (and, if applicable, the comment) before uploading the Post (and, if applicable, the text) from your Instagram account for the Sweepstakes.

All Posts must comply with the Instagram Terms of Service and Policies available at <https://www.instagram.com>. Important note: If your Instagram account is set to "protected mode," or "private" your updates/responses may not be visible on the @Kohls account on Instagram and may not thus be received by Sponsor unless you previously consented to permit @Kohls account to see your Instagram.

FOR THE AVOIDANCE OF DOUBT, IF A PERSON POSTS MULTIPLE POSTS WITHIN A GIVEN ENTRY PERIOD, ONLY THE FIRST POST WILL BE CONSIDERED FOR POSSIBLE ENTRY IN THE SWEEPSTAKES (AND, IF THE FIRST POST 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 will NOT BE ACCEPTED (e.g., (i) posting an original photo showing what motherhood means to you on your Instagram Gallery or Stories, but not the required hashtag; (ii) posting an original photo showing what motherhood means to you on your Instagram Gallery or Stories with the Sweepstakes Hashtag in your Post, but your Post does not tag the Sponsor (@Kohls) and/or The Every Mom (@TheEveryMom).

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 "post" to profile/Gallery or "Instagram Story" on Instagram 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. Once submitted, Posts become the sole property of Sponsor (subject only to the rights of Instagram), and cannot be modified by entrant. By submitting a Post, 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 from the third-party photographer/

videographer and/or other persons depicted/referenced in the Post, as applicable). By submitting a Post, 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 Post 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 Post, 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.

If you opt to access Instagram 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 and The Every Mom's official Instagram pages. 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 Posts; 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 Post 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 Posts not being accessible due to filtering or other operation of the functionality of Instagram.

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; each Post must comply with the following guidelines ("**Content Guidelines**"). **Any Post that Sponsor/Administrator, in their sole discretion, determines is in violation of any Content Guideline will be disqualified from the Sweepstakes (even if Post is not thereafter deleted by Sponsor with approval of Instagram).** Each Entry must not:

- Contain content, image(s) or material (visual or audio) that violates or infringes any third-party rights of any kind (be it of Entrant or anyone else), including without limitation, any third party privacy, publicity, trade secret and/or intellectual property rights, including third party registered and/or common law copyrights and trademarks;
- Disparage Sponsor, The Every Mom (or any other person who endorses their products/services), Administrator, any other person or entity affiliated with the Sweepstakes or products, services or entities that are competitive with any of the foregoing;
- Contain brand names, trademarks or logos of any third party other than those owned by or licensed to Sponsor and/or The Every Mom subject to the Post complying with all other requirements of these Official Rules (including these Content Guidelines); entrant has a limited, non-exclusive, revocable license to use Sponsor's and The Every Mom's trademarks (as the case may be) solely and only to incorporate them in his/her Post submitted in this Sweepstakes*;
- Contain content, images, artwork or other creative elements not created by and original to entrant;
- Contain content, images or other material that is misleading, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Contain content, images or other material that reflects, advocates or promotes bigotry, racism, hatred, harm or exploitation of or against any class, group or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or actions or activities that are restricted, prohibited, illegal or unlawful (including without limitation, the consumption of alcohol or any other controlled substances);
- Contain content, images or other material that is unlawful or in violation of or contrary to any applicable federal or state laws or regulations;

- Have been previously submitted in a promotion of any kind, or published, posted, exhibited or displayed publicly for commercial use by any means and in any form or media.

In addition to the foregoing, the video file cannot:

- Contain executable programming of any kind, including without limitation, viruses, worms, Trojan horses, spyware, malware, time bombs, Easter eggs, cancel bots or any kind of malicious or benign computer programming whatsoever; and
- Contain encrypted content of any kind, including without limitation, encoded messages.
- If a Post cannot be viewed and/or accessed by Sponsor or Administrator for any reason whatsoever, that video shall be disqualified without any fault or liability of the Released Parties, as defined below.

*Sponsor/The Every Mom grants qualified entrant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use their respective trademarks solely for purposes of and limited to including them in the Posts submitted in this Sweepstakes; 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 the trademarks of Sponsor/The Every Mom will be a violation of Sponsor's/The Every Mom's intellectual property rights in same, as applicable. Sponsor's/The Every Mom's items (including its respective trademarks) cannot be modified, adapted, or edited by entrant; the preceding only excludes modifications due to technological limitations or malfunctions.

FOR ALL POSTS POSTED, THE POSTS REPRESENT SOLELY THE VIEWS/ OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SUCH POSTED POSTS, INCLUDING MONITORING OR REVIEWING POSTS. SPONSOR WILL NOT EDIT POSTED POSTS IN CONJUNCTION WITH OFFERING THE SWEEPSTAKES.

7. **Random Drawings/Selection of Winners/Notification of Winners:** Potential prize winners will be selected via a random drawing on or about the conclusion of the applicable Entry Period per the chart above. There will be four (4) Weekly Prize Drawings and one (1) Grand Prize Drawing. Each Weekly Prize random drawing will consist of all eligible entries received and recorded by the Administrator's computer by the end date of the applicable Entry Period. The Grand Prize drawing will consist of all eligible entries received and recorded by the Administrator's computer by the end date of the Promotion Period. All non-winning entries from a Weekly Prize drawing for a given Entry Period will **NOT** be carried forward for any following Weekly Prize random drawing(s) (as applicable). All non-winning entries for any Weekly Prize Entry Period **WILL** be carried forward to the Grand Prize Drawing. For the avoidance of doubt, Entry **MUST** be in compliance with these Official Rules (that is, Post along with the hashtag #ForAllTheMomsSweepstakes and tagging @Kohls and @TheEveryMom) to be eligible. Drawings will be conducted by Probability LLC, an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes. Potential winners will be notified by direct message

from the Sponsor's official Instagram account (@Kohls). It is recommended you confirm your Instagram notification settings are turned on. 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, city, state, and Instagram username). Failure to respond to the initial verification notice within three (3) business days with all required information, or if initial verification notice is undeliverable after two (2) attempts will result in disqualification. Potential Grand Prize winners will 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 ("**Winner Documents**"). If the Winner Documents are not returned to Sponsor within specified time period (if applicable), 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 applicable 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 email account associated with the Instagram 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 Values ("ARV") and Odds:

Grand Prize (four [4] winners): Each Grand 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.

Weekly Prize (twenty-five [25] winners per Entry Period, one hundred [100] total winners): Each Weekly Prize winner will receive a \$100 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 Prizes: \$14,000.00.

Odds of winning prize depend on total number of eligible entries received during the applicable Entry Period.

LIMIT: ONE (1) PRIZE PER PERSON/FAMILY/HOUSEHOLD DURING PROMOTION PERIOD. Any costs and incidentals not specified herein are the winner's sole responsibility. No substitution or transfer of prize except with Sponsor's permission. Sponsor in its sole discretion may award a substitute prize or prize component of equal or greater value if advertised prize/prize component is unavailable at time of awarding for any reason. (Notwithstanding the foregoing, winners may redeem Kohls e-Gift card for cash value where required by applicable law.) **All federal, state and/or local taxes are the sole responsibility of the prize winner. Grand Prize winners will receive an IRS Form 1099 reflecting the value of his/her prize.**

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, Facebook 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 prize, including the warranty of merchantability or fitness for intended purpose.

By accepting the 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.

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 <http://www.kohls.com/catalog/common/content.jsp?pageName=securityprivacy>
12. **Winner's List:** For the names of winners, send an email to winnerslist@probabilityworks.com with "For All The Moms Giveaway Winners" in the subject line, for receipt no later than 5/28/2021 at 5:00 pm ET.

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