KOHL'S DEPARTMENT STORES, INC.
Kohl's #BearCrawlChallengeSweepstakes 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 AN INSTAGRAM OR 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.

Kohl's Yes2You loyalty members have an opportunity to win additional prizes.

1. **Sponsor:** Kohl's Department Stores, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, WI 53051 ("Sponsor").

2. **Administrator:** LeadDog Marketing Group, Inc., 440 9th Avenue, 17th Floor, New York, NY 10001 ("Administrator").

3. **Eligibility:** The "#BearCrawlChallengeSweepstakes" Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States and Washington, D.C., who are at least 18 years of age or the age of majority in his/her jurisdiction of residence, whichever is older). Employees of Sponsor, Administrator, Under Armour®, Inc., any organizations responsible for sponsoring, fulfilling, administering the Sweepstakes, and each of their respective parent, subsidiary, related and affiliated 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 winner may be required to provide proof of eligibility prior to prize award. **Void where prohibited or restricted by law.**

4. **Sweepstakes Entry:** The Sweepstakes begins on or after 9:00 a.m. Central Time ("CT") on March 1, 2017 and ends at 11:59 p.m. CT on March 31, 2017 (the "Promotion Period").

   ENTRY VIA INSTAGRAM

   During the Promotion Period, post a video and/or photo on Instagram that shows yourself taking the Bear Crawl Challenge containing the hashtag

#BearCrawlChallengeSweepstakes and @Kohls. You may include a comment with your video and/or photo, but this is not required. (Nor will the inclusion of a comment in any way enhance your odds of winning a prize.) If you do add a comment, all use of the word "post" (as used in conjunction with entries made via Instagram as per this section) includes the accompanying comment as well.

BY SUBMITTING A POST ALONG WITH THE HASHTAG #BEARCRAWLCHALLENGESWEEPSTAKES AND @KOHLS, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT A POST WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

Your post along with the hashtag #BearCrawlChallengeSweepstakes and @Kohls will constitute your entry into this Sweepstakes ("Entry").

Partial or incomplete/piecemeal submissions (e.g., posting your post and @Kohls without the hashtag #BearCrawlChallengeSweepstakes; posting your post and the hashtag #BearCrawlChallengeSweepstakes without @Kohls) will NOT BE ACCEPTED.

ENTRY VIA TWITTER

During the Promotion Period, send a tweet with a video and/or photo that that shows yourself taking the Bear Crawl Challenge containing the hashtag #BearCrawlChallengeSweepstakes and @Kohls. All use of the word "tweet" (as used in conjunction with entries made via Twitter as per this section) includes the accompanying comment (tweet) as well.

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

Your tweet with a video and/or photo along with the hashtag #BearCrawlChallengeSweepstakes and @Kohls will constitute your entry into this Sweepstakes ("Entry").

Partial or incomplete/piecemeal submissions (e.g., tweeting your tweet and @Kohls without the hashtag #BearCrawlChallengeSweepstakes; tweeting your tweet and the hashtag #BearCrawlChallengeSweepstakes without @Kohls) will NOT BE ACCEPTED.

Video and/or photo must be the original work of 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). **If other person(s) appear in video and/or photo, (a) entrant must have each person(s) written consent to use and publish his/her image as contemplated in the Sweepstakes prior to submitting the post/tweet (and, if such person(s) are minors – under the age or majority in jurisdiction of residence, generally under age 18 – the written consent of their parent or legal guardian).** Do NOT include personal information

(e.g., your name, e-mail address or phone numbers) in the post/tweet itself; if post/tweet contains personal information, it is your sole responsibility to remove all such personal information from the post/tweet before uploading the post/tweet from your Instagram or Twitter account for the Sweepstakes. Among other points, post/tweet must comply with these Official Rules in all respects, including without limitation, the Content Guidelines below.

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

Once submitted, videos/photos become the sole property of Sponsor (subject only to the rights of Instagram or Twitter, as applicable), cannot be modified by entrant, and will not be returned. By submitting a video, 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 videographer, if other than entrant and other person(s) appearing in the video, as applicable) 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 video, name, likeness and all other information about the entrant contained in the video 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 video, name, likeness and all other information about entrant in the video, 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 videographer if other than the potential winner as well as from persons other than the entrant appearing in the video. 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 as discussed below.

Limit one (1) Entry per person during the Promotion Period submitted via Instagram <u>or</u> Twitter account. Multiple entries and/or mass entry attempts will result in disqualification of all entries by such person/email address/Instagram/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 posted on Instagram or submitted via "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 and/or one (1) Instagram 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. All Instagram videos/photos must comply with the applicable policies of Instagram available at the Instagram website. 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 #BearCrawlChallengeSweepstakes for purposes other than participation in the Sweepstakes.

If you opt to access Twitter via your wireless mobile device or if you enter via Instagram (only available via participating wireless carriers), 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/or on the and/or on the website where persons may submit entries/videos/photos (that is, Twitter or Instagram, as applicable); each video (as applicable) must comply with the following guidelines ("Content Guidelines"). **Any video that Sponsor/Administrator, in their sole discretion, determines is in violation of any Content Guideline will be disqualified.** Each entry/video and comment <u>must not</u>:

    - Contain content, image(s) or material that violates or infringes any third party rights of any kind, 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, 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, subject to the video complying with all other requirements of these Official Rules (including these Content Guidelines) and/or on the website where persons may submit entries/videos/photos (that is, Twitter or Instagram, as applicable)*;* entrant has a limited, non-exclusive, revocable license to use Sponsor's trademarks solely and only to incorporate them in his/her video 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 file and/or video cannot be opened, viewed and/or accessed by Sponsor or Administrator for any reason whatsoever, that file and/or video shall be disqualified without any fault or liability of the Released Parties, as defined below.

*Sponsor and Under Armour® 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 including them in the videos/photos 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 and Under Armour® 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 and Under Armour®'s items (including the trademarks) cannot be modified, adapted, or edited by entrant; the preceding only excludes modifications due to technological limitations or malfunctions.

Entrant understands and agrees that Sponsor has wide access to ideas, stories and other literary, artistic and creative materials submitted to it from outside sources or developed by its own employees and agents (together, "Sponsor Creative"); and, such Sponsor Creative may be competitive with, similar to (or even identical to) the Sweepstakes videos/photos/comments created and disseminated by Entrants; and, Sponsor shall have no liability to entrant or any third party in respect to or in connection with the development, use, sale and/or commercial exploitation of all or any portion of Sponsor Creative by Sponsor and/or its designees and licensees, all of which liability, if any, entrant hereby expressly and irrevocably waives, releases and discharges. Entrant further understands and agrees that Sponsor and Administrator shall not have any fiduciary duty or duty of confidentiality relative to his/her photo/comment/entry.

FOR ALL VIDEOS/PHOTOS POSTED, THE VIDEOS/PHOTOS/COMMENTS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

6. **Random Drawing/Selection of Winner/Notification of Winner:** Potential winners will be selected via a random drawing on or about 4/1/17 from among all eligible entries received during the Promotion Period. For the avoidance of doubt, Entry MUST be in compliance with these Official Rules (that is Tweet or Post along with the hashtag #BearCrawlChallengeSweepstakes) to be eligible. Drawing will be conducted by LeadDog Marketing Group, Inc., an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes. If potential winner entered using Instagram, potential winner will be contacted by direct message from the Kohl's Instagram account (@Kohls) to the potential winner's post submission on the potential winner's Instagram account. It is recommended that you confirm your Instagram notification settings are turned on. If potential winner entered via Twitter, he/she will be notified by direct message and must allow for Kohl's to contact him/her via direct message. Messages will request that the potential winner email the Sponsor to the specified email address with specific personal information (ex: full name, address, phone number, email address, date of birth, Instagram username etc.) 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 Grand Prize winner 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 form ("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 Promotion Period (time permitting). 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 Instagram/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.

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

   Grand Prize (1 winner): Winner will receive $1,000 in Kohl's Gift Cards (gift cards subject to terms and conditions thereon).

   First Prizes (10 winners): Each First Prize winner will receive one (1) $100 Kohl's Gift Card (subject to terms and conditions indicated thereon).

   Total ARV of all prizes is $2,000.00.

   Federal, state and local taxes are the sole responsibility of the winner, who will receive a 1099 tax form reflecting actual value of any prize valued at $600 or more.

Odds of winning a prize depend on total number of eligible entries received. Limit one (1) prize per person/household.

8. **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, Instagram, LLC, Twitter Inc., Mr. Bob Harper personally, 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 and/or from entrant's acceptance, receipt, use or misuse of the prize. Without in any way limiting the foregoing, entrants understand and agree that the Sweepstakes involves inherently dangerous activities, whereby entrant may suffer serious bodily, physical, psychological and/or neurological injury or death as a direct or indirect result of his/her participation in the Sweepstakes; and, by participating in the Sweepstakes, entrant expressly assumes the risk of such adverse consequences. Entrants should participate in the Sweepstakes only if they are covered by medical/hospitalization insurance and are confident that they are physically and psychologically fit to participate in the Sweepstakes. IF YOU LACK INSURANCE OR ARE THE LEAST BIT UNSURE OF YOUR FITNESS FOR THE PROMOTION, DO NOT ENTER THE SWEEPSTAKES. Without limiting the foregoing, Sponsor makes no warranty, representation or guarantee of any kind regarding the Grand 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 winner's 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.

9. **Disputes; Choice Of Law:** 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 award of the prize 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.

10. **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

11. **Winners' List:** For the names of the winners, mail a self-addressed, stamped envelope to: #BearCrawlChallengeSweepstakes Winner, c/o LeadDog Marketing Group, 440 9th Avenue, 17th Floor, New York, NY 10001. All such requests must be received by April 17, 2017.