

**Kohl's Inc.**  
**Build-a-List Sweepstakes**  
**OFFICIAL RULES**

To participate in the "Build-a-List Sweepstakes" ("**Sweepstakes**" or "**Promotion**"), you must agree to and abide by these Official Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. YOU MUST HAVE ACCESS TO THE INTERNET AND A VALID EMAIL ADDRESS TO PARTICIPATE.**

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 full-time, part-time and seasonal employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, TH Experiential LLC any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion 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 upon request prior to prize award. Void where prohibited or restricted by law.
4. **Sweepstakes Period:** The Sweepstakes begins on or about 12:00:01 am Central Time ("**CT**") on November 2, 2022 and ends at 11:59:59 pm CT on December 7, 2022 ("**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 comprise the Promotion Period. Agency's computer is the official clock for this Sweepstakes.

**Sweepstakes Entry Periods**

<b>Sweepstakes Period</b>	<b>Begin Date</b>	<b>End Date</b>
Period #1	12:00:01 am CT on 11/2/22	11:59:59 pm CT on 11/8/22
Period #2	12:00:00 am CT on 11/9/22	11:59:59 pm CT on 11/15/22
Period #3	12:00:00 am CT on 11/16/22	11:59:59 pm CT on 11/22/22
Period #4	12:00:01 am CT on 11/23/22	11:59:59 pm CT on 11/29/22

Period #5	12:00:00 am CT on 11/30/22	11:59:59 pm CT on 12/7/22
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5. **Sweepstakes Entry:** To enter, navigate the internet to [www.KohlsBuildAList.com](http://www.KohlsBuildAList.com) ("**Website**").

**Step 1 (Entry Form):** Complete the Sweepstakes entry form by providing your full name and email address.

CLICK THE CHECK BOX SIGNIFYING THAT YOU ARE 18 OR OLDER, HAVE READ AND AGREE TO THESE OFFICIAL RULES AND KOHL'S TERMS OF USE (AVAILABLE AT [HTTPS://WWW.KOHL.S.COM/FEATURE/LEGAL-NOTICES.JSP](https://www.kohls.com/feature/legal-notices.jsp)). IF YOU DO NOT CHECK THE BOX INDICATING YOUR AGREEMENT TO THE ABOVE, YOU WILL NOT BE ABLE TO PROCEED TO THE NEXT STEPS TO ENTER THE SWEEPSTAKES AND CANNOT WIN A PRIZE.

**Step 2 (Select List):** Select "Who Are You Building Your List For?" from one of the following categories (each a "**List Type**"): For Myself; For My Family; For Everybody; For My Friends. (Your choice will not affect your chances of winning.

**Step 3 (Select Gifts):** Select a minimum of three (3) gifts (but no more than eight [8]) from among the items included in the provided category options (i.e, Beauty, Home, Kids, Style, and Tech) ("**Gift List**"). For the avoidance of doubt, the quantity of items/gifts that you select as well as the specific items/gifts you select will not affect your chances of winning. FOR CLARITY, YOU ARE NOT ENTERING THE SWEEPSTAKES FOR A CHANCE TO WIN THE ITEMS ON YOUR GIFT LIST. You will be asked to review and confirm your Gift List.

**Step 4 (Save List):** An animation of your Gift List will be created. Click "SAVE & ENTER" to save your Gift List animation, and automatically receive one (1) entry ("**Website Entry**") into the Sweepstakes.

**You must complete all four (4) steps in order to receive a Website Entry. Without limitation, completion of entry form alone will not result in entry.**

Saving your Gift List animation acknowledges that you created a Gift List, entered the Sweepstakes and have been preliminarily determined to be eligible for the Sweepstakes, but is not otherwise binding upon Sponsor or Administrator. Proof of completing the Sweepstakes entry form/Gift List at the Website is not considered proof of delivery or proof of Entry.

You may be asked to consent to receive promotional e-mails and reminder e-mails from Sponsor. Consenting to receive promotional or reminder e-mails is optional and does not have to be agreed upon in order to be eligible to participate in the Promotion and does not improve your chances of winning any particular prize. In the event you do consent to receive these e-mails, the use of such e-mails shall be subject to the privacy policy of Sponsor located at <https://www.kohls.com/feature/privacy-policy.jsp> and you may opt out of receiving these e-mails at any time.

**BONUS ENTRIES:** Entrants may gain additional entries ("**Bonus Entries**"). To receive Bonus Entries, an entrant must first submit a Website Entry (which is preliminarily determined to be eligible by Sponsor/Administrator). Bonus Entries are only available if designated action is taken from the Website during the Promotion Period. Bonus Entries include:

**"Social Media Share" (+10 Entries per social media platform):** To receive up to thirty (30) additional entries:

- (i) Follow Kohl's (@kohls) on Instagram, TikTok and/or Twitter (as applicable), if you do not do so already.
- (ii) Post your saved Gift List animation (as provided during Step 4 above) to your Instagram profile/gallery or Instagram Story, TikTok and/or Twitter (each a "**Post**", collectively "**Posts**") containing the hashtag "#KohlsBuildAListSweepstakes" ("**Sweepstakes Hashtag**") and tagging Sponsor (@Kohls) in the caption.

Your Post to Instagram, TikTok or Twitter, that includes (a) the Sweepstakes Hashtag (#KohlsBuildAListSweepstakes), (b) tags Kohl's (@Kohls) and (c) your Gift List, will constitute a bonus entry ("**Bonus Entry**", collectively "**Bonus Entries**") into this Sweepstakes.

Your Post(s) must comply with each of the Submission Requirements detailed in Rule 6 below.

You may include text in your Post's caption in addition to the Sweepstakes Hashtag, and Sponsor tag, 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 "Bonus Entry" includes any text that accompanies the Sweepstakes Hashtag and Sponsor tag. If you do add a caption, all uses of the term "Post" in these Official Rules (as used in conjunction with Bonus Entries) includes the accompanying caption as well. Any Post that violates the Content Guidelines (as outlined in Rule 6 below), including but not limited to the inclusion of inappropriate content, will result in voiding of that Bonus Entry and, if deemed by Sponsor/Administrator in their sole discretion to be particularly egregious, disqualification of entrant from the Sweepstakes altogether.

BY POSTING TO INSTAGRAM, TIKTOK OR TWITTER WITH THE HASHTAG #KohlsBuildAListSweepstakes, 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.

**Partial or incomplete/piecemeal submissions will NOT BE ACCEPTED** (e.g., posting an image/video of your Gift List and Sweepstakes Hashtag in your Post but not tagging the Sponsor).

Post must be created for the sole purpose of this Sweepstakes and must be posted by the entrant. **Re-posts will not be accepted.** Once posted by entrant, a Post cannot be edited, augmented or modified by entrant. Only limited use of photo-editing/video-editing software or filters is permitted

provided that items on a Gift List are not distorted or manipulated from their actual appearance. To be eligible for the Sweepstakes, Posts must be submitted in compliance with the format and other requirements set forth by Instagram, TikTok or Twitter (as applicable). Do NOT include personal information about you or anyone else (e.g., your name, e-mail address, or phone number) in the Bonus Entry/Post itself. If the Bonus Entry contains personal information, it is your sole responsibility to remove all such personal information from the Post (and, if applicable, the caption) before uploading the Post (and, if applicable, the caption) from your social media account (as applicable) for the Sweepstakes.

**You may only use one (1) Instagram, TikTok or Twitter account to participate in the Sweepstakes.**

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 Use in order to create an Instagram account.

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

If you do not have a Twitter account, you can visit <https://twitter.com/> or download the Twitter app on a compatible device from the iTunes App Store or Google Play and create a Twitter account according to the instructions on the website/app. 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.

If you opt to download and/or access Instagram, TikTok or 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 your Post contains more than one (1) image, only the first image (as determined by Sponsor/Administrator in their sole discretion) will be accepted. 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. Bonus 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 Bonus Entries or for technological, network, programming, or electronic error/failure/malfunction of any kind (including the operation of the functionality of Instagram, Twitter and/or TikTok that prevents Sponsor and/or Administrator from accessing and properly viewing posted Bonus Entries). Proof of submitting a Bonus Entry does not constitute proof of receipt or additional entries into the Sweepstakes. While receipt of Bonus Entry may be acknowledged (e.g., by @kohls commenting on your Post), this does not constitute any representation of eligibility for the Sweepstakes nor is it otherwise binding upon Sponsor or Administrator. All Bonus Entries must be submitted via a "post" on Instagram, TikTok or Twitter in their entirety prior to the conclusion of the 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.

**Limit: One (1) Website Entry per person per Entry Period; for a limit of thirty-one (31) Entries (i.e., one [1] Website Entry and up to thirty [30] Social Media Share/Bonus Entries) per person per Entry Period. Maximum of one hundred and fifty-five (155) Entries per person during the Promotion Period.** Once submitted, Entry becomes the sole property of Sponsor, cannot be modified by Entrant. Participation must be effected in accordance with these Official Rules. Participation in excess of the applicable limitation or mass entry attempts may result in disqualification of such person. Online entries must be manually key-stroked; use of automated devices or programs is prohibited. By submitting a Bonus Entry, 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 Bonus Entry 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 Bonus Entry, 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 Bonus Entry and the selection of another entry as a potential winner.

\*IMPORTANT: Data rates may apply if Promotion entry is submitted via your mobile device 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/data rate plans and charges relating to your participation in this Promotion. Mobile device service may not be available in all areas. Check your device's capabilities for specific instructions.

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 Sweepstakes (in whole or in part) is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or disqualify any individual, whether or not the individual is a participant in the Sweepstakes who tampers with (or attempts to tamper with) the entry process/operation of the Sweepstakes (or any part thereof). In such event, Sponsor shall conduct the Sweepstakes and make the prizes for affected Sweepstakes Period(s) 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 Sweepstakes will be posted on the Website and/or Kohl's social channels (@kohls). 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, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received or recorded, as applicable (or for any e-mail regarding participation in the Sweepstakes 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 Sweepstakes.

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 OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR AND/OR ADMINISTRATOR SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SPONSOR AND/OR ADMINISTRATOR MAY SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

6. **Social Media Bonus Entries - 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/TikTok/Twitter, as applicable).** Each Bonus 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 (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;
  - Disparage any product included on entrant's or any other person's Gift List or the manufacturer of any such product;
  - Contain brand names, trademarks or logos of any third party other than those owned by or licensed to Sponsor 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 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 (with the sole exception of the Gift List template used by entrant to create a Gift List and enter the Sweepstakes);
  - 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, the Bonus Entry shall be disqualified without any fault or liability of the Released Parties, as defined below.

\*Sponsor grants 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 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 will be a violation of Sponsor's intellectual property rights in same, as applicable. Sponsor's items (including its 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 (WITH THE SOLE EXCEPTION THAT A POST INDICATES THAT A GIVEN PRODUCT IS AVAILABLE FOR PURCHASE FROM SPONSOR). 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/Odds:** Potential prize winners will be selected via a random drawing on or about the business day following the conclusion of the applicable Entry Period per the chart above. There will be five (5) random drawings. Each Entry Period random drawing will consist of all eligible Website entries received and recorded by the Agency's computer, and Social Media Shares received and recorded by the Administrator's computer by the end date of the applicable Entry Period. All non-winning entries from a given Entry Period random drawing **WILL** be carried forward for any following Entry Period random drawing(s) (as applicable). For Social Media Entries: (a) provided that the Post complies with these Official Rules (including the Content Guidelines in Rule 6), the content/quality of the Post will not be taken into account in the winner selection procedure; and (b) if a Post does not comply with these Official Rules (including the Content Guidelines in Rule 6), the corresponding Bonus entry will be deemed void but if violation of the Content Guidelines is deemed by Sponsor/Administrator to be particularly egregious, entrant will be disqualified from the Sweepstakes altogether. 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.

Odds of winning a Sweepstakes Prize (for a given Entry Period) depend on the total number of eligible entries received during that Entry Period.

8. **Winner Notifications:** If potential winner's entry came via the Website, they will be notified by e-mail (at the e-mail address used to create and submit their Gift List) on or about one (1) business day following the conclusion of the applicable Entry Period. Failure to respond to the initial verification e-mail within three (3) business days after notification or return of e-mail notification as undeliverable after three (3) attempts will result in disqualification. If potential winner's entry came via social media post, they will be notified via direct/private message from Sponsor (@kohls) on the applicable social media platform. IT IS THE POTENTIAL WINNER'S SOLE RESPONSIBILITY TO CONFIGURE THEIR PRIVACY SETTINGS SO AS TO ACCEPT DIRECT/PRIVATE MESSAGES FROM @KOHLS. Failure to respond to the direct/private message within three (3) business days after notification or return of direct/private message as undeliverable after three (3) attempts will result in disqualification. If the prize notification or prize is returned as non-deliverable, or if potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, or declines the prize for any reason prior to award, prize will be forfeited, and potential winner may be disqualified and an alternate winner may be selected from all remaining 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 account holder of the transmitting e-mail account, or the e-mail account associated with the social media account used to post the Bonus Entry (as applicable). "**Authorized account holder**" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address

**9. Sweepstakes Prizes and Approximate Retail Value ("ARV"):**

**Grand Prize (Twenty [20] winners per Entry Period, total of one-hundred [100] winners):** Each Grand Prize winner will receive a \$250 Kohl's e-Gift Card redeemable at any Kohl's store or on-line at [www.kohls.com](http://www.kohls.com); subject to terms and conditions of use as provided therewith.

**Total value of all prizes is \$25,000.00.**

**Limit: One (1) Prize per person/family/household.** No substitution, cash redemption or transfer of prize except with Sponsor's permission (which may be granted or withheld for any reason) or where required by law. All taxes are the sole responsibility of the Winner.

- 10. 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., Twitter, Inc. and TikTok Inc. (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) (to the extent applicable) (including without limitation, any failure to pay taxes thereon).

By accepting Prize(s), Prize Winners grant 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 (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.

- 11. 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.
- 12. Privacy Policy:** The entry information provided is subject to the Kohl's Privacy Policy found at <https://www.kohls.com/feature/privacy-policy.jsp>.
- 13. Winners' List:** For a list of winners, mail a separate, self-addressed, stamped envelope to: "Kohl's Build-a-List Sweepstakes Winners", PO Box 1559, Social Circle, GA 30025-1559. All such requests must be received by December 30, 2022.

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