## KOHL'S DEPARTMENT STORES, INC. #KohlsCashSweepstakes

To participate in this Sweepstakes, 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 INTERNET ACCESS, AN ACTIVE E-MAIL ACCOUNT AND TWITTER ACCOUNT TO PARTICIPATE.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY OR ASSOCIATED WITH ANY OF THE FOLLOWING PARTIES: FACEBOOK, INC. ("FACEBOOK"), INSTAGRAM, LLC ("INSTAGRAM"), OR TWITTER, INC. ("TWITTER").

- 1. <u>Sponsor</u>: Kohl's Department Stores, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, WI 53051.
- 2. <u>Administrator</u>: LeadDog Marketing Group, Inc., 440 9<sup>th</sup> Avenue, 17<sup>th</sup> Floor, New York, NY 10001.
- 3. <u>Eligibility</u>: The "#KohlsCashSweepstakes" ("Sweepstakes") is open only to persons who are legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older or the age of majority in the jurisdiction of their residence (whichever is older at time of entry). Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win prize(s). "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 months a year, whether related or not. Void in Puerto Rico and where prohibited or restricted by law.
- 4. <u>Sweepstakes Entry:</u> The Sweepstakes begins on or about 9:00 am Central Time ("CT") on March 3, 2018 and ends at 8:59:59 am CT on June 2, 2018 ("Promotion Period"). There will be fourteen (14) separate and distinct Sweepstakes Periods thirteen (13) Weekly Entry Periods and one (1) Grand Prize Period as set forth in the chart below. during the Promotion Period. Administrator's computer is the official clock for this Sweepstakes.

Sweepstakes Periods		
Sweepstakes Period	Begin Date	End Date
Weekly Entry Period #1	09:00 am CT on 3/3/18	8:59:59 am CT on 3/10/18
Weekly Entry Period #2	09:00 am CT on 3/10/18	8:59:59 am CT on 3/17/18
Weekly Entry Period #3	09:00 am CT on 3/17/18	8:59:59 am CT on 3/24/18
Weekly Entry Period #4	09:00 am CT on 3/24/18	8:59:59 am CT on 3/31/18
Weekly Entry Period #5	09:00 am CT on 3/31/18	8:59:59 am CT on 4/7/18
Weekly Entry Period #6	09:00 am CT on 4/7/18	8:59:59 am CT on 4/14/18
Weekly Entry Period #7	09:00 am CT on 4/14/18	8:59:59 am CT on 4/21/18
Weekly Entry Period #8	09:00 am CT on 4/21/18	8:59:59 am CT on 4/28/18
Weekly Entry Period #9	09:00 am CT on 4/28/18	8:59:59 am CT on 5/5/18
Weekly Entry Period #10	09:00 am CT on 5/5/18	8:59:59 am CT on 5/12/18
Weekly Entry Period #11	09:00 am CT on 5/12/18	8:59:59 am CT on 5/19/18

Sweepstakes Periods

Weekly Entry Period #12	09:00 am CT on 5/19/18	8:59:59 am CT on 5/26/18
Weekly Entry Period #13	09:00 am CT on 5/26/18	8:59:59 am CT on 6/2/18
Grand Prize Period	09:00 am CT on 3/3/18	8:59:59 am CT on 6/2/18

During the Promotion Period entrants must follow and monitor the social media activity of @kohls on Twitter. During the Promotion Period, Sponsor will Tweet at least one (1) promotional tweet per Sweepstakes Period ("Sweepstakes Posts") via the @kohls Twitter account.

To enter follow @kohls on Twitter and either tweet via reply to Sponsor's Sweepstakes Post, or create an original tweet indicating what you would spend any earned Kohl's Cash on, and include the hashtag #KohlsCashSweepstakes.

Hashtag is not case-sensitive.

You may include a photo and/or emoji as part of your Tweet, but this is not required, nor will the inclusion of a photo and/or emoji in any way enhance your odds of winning a prize. If you do add a photo and/or emoji, all uses of the word "Tweet" in these Official Rules (as used in conjunction with entries) includes the accompanying photo/emoji as well.

Your Tweet that includes the Sweepstakes Hashtag (#KohlsCashSweepstakes) will constitute your entry into this Sweepstakes (the "Entry").

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

Partial or incomplete/piecemeal submissions (e.g., submitting a Tweet indicating what you would spend Kohl's Cash on without the hashtag #KohlsCashSweepstakes; or tweeting the hashtag #KohlsCashSweepstakes without indicating what you would spend Kohl's Cash on) will <u>NOT BE ACCEPTED</u>.

Tweet 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). Do NOT include personal information (e.g., your name, e-mail address or phone numbers) in the Tweet itself; if Tweet contains personal information, it is your sole responsibility to remove all such personal information from the Tweet before posting the Tweet to your Twitter account for the Sweepstakes. Among other points, Tweet must comply with these Official Rules in all respects, including without limitation, the Content Guidelines below.

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 submitted via "tweet" on Twitter in their entirety prior to expiration 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.

Once submitted, entries become the sole property of Sponsor (subject only to the rights of Twitter), cannot be modified by entrant, and will not be returned. By submitting a Tweet, 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 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 Tweet, name, likeness and all other information about the entrant contained in the 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 Tweet, 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. Sponsor's failure to receive all documentation within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, will result in the disgualification of the entry, the selection of another entry as a potential winner as discussed below.

Limit one (1) Entry per person per Weekly Entry Period during the Promotion Period, regardless of the number of Twitter accounts a person may have. You may only use one (1) Twitter account to participate in the Sweepstakes. Multiple entries and/or mass entry attempts will result in disqualification of all entries by such person/Twitter account. All 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, unless you previously consented to permit @Kohls to see your Twitter updates, and thus, it is recommended that your Twitter account is set to "public" in order to enter.

If you do not have a Twitter account, you can visit <u>http://twitter.com</u> 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.

If you opt to download and/or 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.

- 5. Content Guidelines: In addition to complying with all other requirements of these Official Rules and/or the platform where persons may submit entries (that is, Twitter); each Tweet must comply with the following guidelines ("Content Guidelines"). Any Tweet that Sponsor/Administrator, in their sole discretion, determines is in violation of any Content Guideline will be disqualified. Each Tweet <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 Twitter; entrant has a limited, non-exclusive, revocable license to use Sponsor's trademarks solely and only to incorporate them in his/her Tweet 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 Tweet cannot be opened, viewed and/or accessed by Sponsor or Administrator for any reason whatsoever, that Tweet shall be disqualified without any fault or liability of the Released Parties, as defined below.

\*Sponsor 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 Tweet 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 Sponsor's and/or its licensors', trademarks will be a violation of Sponsor's or its applicable licensor's intellectual property rights. Sponsor'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 Tweets 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 TWEETS POSTED, THE TWEET CONTENT REPRESENTS SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

6. Random Drawings/Selection of Winners/Notification of Winners: Potential prize winners will be selected in random drawings the Monday following the conclusion of each Sweepstakes Period end date (as described in the Sweepstakes Periods chart above) from among all eligible entries received and recorded by the End Date of that Sweepstakes Period. To be eligible for any Sweepstakes Period the entry must be received and recorded by the Administrator's computer by the End Date of that Sweepstakes Period. For the avoidance of doubt, the entrant's content will not be taken into account in the winner selection process (provided that the content is determined by Sponsor/Administrator to be in compliance with these Official Rules). All non-winning entries for any Weekly Entry Period will <u>NOT</u> be carried forward to a subsequent Weekly Entry Period(s). Entries from each Weekly Entry Period will be included in the Grand Prize Period drawing. Drawings will be conducted by LeadDog Marketing Group, an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes.

Potential winner 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, Twitter 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 may be required to sign and return within three (3) business days, an Affidavit of Eligibility, Release and Indemnification, 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 disgualified. If the potential winner is disgualified, 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 transmitting 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.

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

**Grand Prize (1 winner):** Winner will receive \$500 in Kohl's Gift Cards (gift cards subject to terms and conditions thereon).

**Weekly Prizes (13 winners):** Each Weekly Prize winner will receive one (1) \$100 Kohl's Gift Card (subject to terms and conditions indicated thereon).

Total ARV of all prizes is \$1,800.00.

## 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 during that Sweepstakes Period. Limit one (1) Weekly Prize per person/family/household.

- 8. Conditions and Limitations of Liability: By participating, entrants agree to be bound by and abide by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects. By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor, Administrator, Instagram, LLC, Twitter, Inc., and Facebook, Inc. each of their parent, subsidiary, affiliated and successor companies, advertising and promotion agencies, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of any prize(s). 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. Force Majeure: The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake. act of public enemies, actions of governmental authorities outside of the control of the Released Parties (excepting compliance with applicable codes and regulations) or other force majeure
- 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:** All information provided in connection with this Sweepstakes is governed by the Kohl's Privacy Policy found at <a href="http://www.kohls.com/catalog/common/content.jsp?pageName=securityprivacy">http://www.kohls.com/catalog/common/content.jsp?pageName=securityprivacy</a>.
- 11. Winners' List: For the names of the winners, mail a self-addressed, stamped envelope to: #KohlsCashSweepstakes Winners, c/o LeadDog Marketing Group, 440 9<sup>th</sup> Avenue, 17<sup>th</sup> Floor, New York, NY 10001. All such requests must be received by June 30, 2018.