

KOHL'S DEPARTMENT STORES, INC.
Kohl's Cyber Monday Sweepstakes
OFFICIAL RULES

To enter this Sweepstakes, you must agree to and abide by these Official Rules.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS, A VALID EMAIL ADDRESS AND TWITTER ACCOUNT TO PARTICIPATE.

ELIGIBILITY: SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE (OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE) AT TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

1. **Sponsor:** Kohl's Department Stores, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, WI 53051 ("Sponsor").
2. **Administrator:** LeadDog Marketing Group, Inc. d/b/a CSM, 440 9th Avenue, 17th Floor, New York, NY 10001 ("Administrator").
3. **Eligibility:** The *Kohl's Cyber Monday Sweepstakes* (the "Sweepstakes") is open only to legal residents of the 50 United States and Washington D.C., who are at least eighteen (18) years of age (or the age of majority in their jurisdiction of residence) and who have a valid e-mail account, Twitter account and Internet access as of 12/1/19. Employees of Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, or supplying the prize (or any portion of the prize), and/or their respective parent, subsidiary, affiliated and successor companies (collectively, the "Promotion Entities"), and the immediate family and household members of any of the foregoing individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not. Potential winners may be required to provide proof of eligibility prior to prize award. **Void where prohibited or restricted by law.**
4. **Sweepstakes Schedule:** The Sweepstakes begins on or about 11:00 am Central Standard Time ("CST") on Monday, December 2, 2019 and ends at 11:59 p.m. CST on Monday, December 2, 2019 ("Promotion Period"). There will be thirteen (13) separate and distinct Sweepstakes Entry periods (collectively, "Entry Periods") as set forth in the chart below comprising the Promotion Period.

Promotion Period

Entry Periods	Begin Date/ Time	End Date/ Time
Entry Period #1	11:00 am CST on 12/2/19	11:59 am CST on 12/2/19
Entry Period #2	12:00 pm CST on 12/2/19	12:59 pm CST on 12/2/19
Entry Period #3	1:00 pm CST on 12/2/19	1:59 pm CST on 12/2/19

Entry Period #4	2:00 pm CST on 12/2/19	2:59 pm CST on 12/2/19
Entry Period #5	3:00 pm CST on 12/2/19	3:59 pm CST on 12/2/19
Entry Period #6	4:00 pm CST on 12/2/19	4:59 pm CST on 12/2/19
Entry Period #7	5:00 pm CST on 12/2/19	5:59 pm CST on 12/2/19
Entry Period #8	6:00 pm CST on 12/2/19	6:59 pm CST on 12/2/19
Entry Period #9	7:00 pm CST on 12/2/19	7:59 pm CST on 12/2/19
Entry Period #10	8:00 pm CST on 12/2/19	8:59 pm CST on 12/2/19
Entry Period #11	9:00 pm CST on 12/2/19	9:59 pm CST on 12/2/19
Entry Period #12	10:00 pm CST on 12/2/19	10:59 pm CST on 12/2/19
Entry Period #13	11:00 pm CST on 12/2/19	11:59 pm CST on 12/2/19

5. Sweepstakes Entry:

During the Promotion Period, Sponsor will make one (1) or more tweets (“Sweepstakes Tweet(s)”) via the Sponsor’s official Twitter account (@Kohls).

Entrants may enter during each Entry Period via Twitter as follows:

- (i) Follow Kohl’s on Twitter (@Kohls)
- (ii) “Tweet” your answer to @Kohls to the question *“Which Kohl’s Cyber Monday Top Pick are you most interested in getting this holiday season?”* (“Sweepstakes Question”) containing the hashtag *“#KohlsCyberMondaySweepstakes”*. Hashtag is not case-sensitive.

Without limiting the foregoing, Do NOT include personal information (e.g., your name, e-mail address or phone numbers) in the Tweet.

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

Your Tweet with an answer to the Sweepstakes Question that also includes the hashtag #KohlsCyberMondaySweepstakes, @Kohls will constitute your entry into this Sweepstakes (the “Entry”).

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

LIMIT ONE (1) ENTRY PER PERSON DURING EACH ENTRY PERIOD.

FOR THE AVOIDANCE OF DOUBT, IF A PERSON POSTS MULTIPLE TWEETS WITHIN ONE (1) ENTRY PERIOD, ONLY THE FIRST TWEET WILL BE CONSIDERED FOR POSSIBLE ENTRY IN THE APPLICABLE ENTRY PERIOD (AND, IF THE FIRST TWEET DOES NOT INCLUDE THE REQUIRED HASHTAG OR IS OTHERWISE NOT IN FULL COMPLIANCE WITH THESE OFFICIAL

RULES, THE PERSON SUBMITTING SAME MAY NOT RECEIVE AN ENTRY IN THE SWEEPSTAKES.)

Partial or incomplete/piecemeal submissions (e.g., tweeting @Kohls with an answer to the Sweepstakes Question but not including the required hashtag, or including the hashtag but not tweeting @Kohls with an answer to the Sweepstakes Question) **will NOT BE ACCEPTED.**

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

Entries must be manually key-stroked by the Entrant; use of automated entry devices or programs, or entries by third parties by any method of entry, are prohibited. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. Sponsor and Administrator will not be responsible for late, lost, inaccessible/blocked, incomplete or misdirected entries. Proof of submission (posting) of Entry does not constitute proof of receipt of same. All Entries must be submitted via "tweet" on Twitter in their entirety prior to expiration of the Promotion Period. By entering this Sweepstakes, entrant agrees to these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final in all matters relating to this Sweepstakes. By submitting a Tweet, entrant gives permission to Sponsor and its designees and hereby grants Sponsor and its designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (herein "License") to use entrant's 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, and make derivative works therefrom, without compensation in accordance with the requirements of this Sweepstakes and the advertising, promotion, and publicity of the Sweepstakes, Sponsor's products and services, and otherwise, as stated in these Official Rules (as solely determined by Sponsor). Such License will be confirmed by potential winner upon Sponsor's request and potential winner agrees to timely complete, sign and deliver any and all necessary documents, including without limitation, documents setting forth any licenses, releases and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind. Sponsor's failure to receive all documentation from all individuals within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, will result in the disqualification of the entry and the selection of another entry in the applicable drawing as a potential winner.

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

If you opt to access Twitter via your wireless mobile device, data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may

apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

If for any reason the Sweepstakes is not capable of running as planned (in whole or in part), including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Sweepstakes, who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes (in whole or in part). In such event, Sponsor reserves the right to conduct the Sweepstakes and award the prizes by means of random drawing comprised of all eligible entries received for such affected random drawing prior to and/or after (as appropriate) the action taken by Sponsor or otherwise in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on Kohls.com, as well as on Sponsor's official Twitter page. Without limitation of any other term here, Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, technical failures of any kind (including but not limited to electronic malfunction or damage of any network, hardware or software), any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries or Sweepstakes Tweets; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received or for any Sweepstakes Tweet to be accessible on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from participation in this Sweepstakes. Sponsor and its agencies also expressly disclaim any responsibility for entries not received and/or Sweepstakes Tweets not being accessible due to filtering or other operation of the functionality of Twitter.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE SWEEPSTAKES, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 6. Content Guidelines:** In addition to complying with all other requirements of these Official Rules and/or on the and/or on Twitter; each Entry 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 may be disqualified. Each Entry must not:

- 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 Entry complying with all other requirements of these Official Rules (including these Content Guidelines) and/or on the website where persons may submit Entries (that is, Twitter); entrant has a limited, non-exclusive, revocable license to use Sponsor's trademarks solely and only to incorporate them in his/her Entry 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 Entry 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 an Entry cannot be opened, viewed and/or accessed by Sponsor or Administrator for any reason whatsoever, that Entry 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 Entries 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 Entries 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 ENTRIES, THE ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

- 7. Random Drawing/Selection of Winners/Notification of Winners:** Potential prize winners will be selected via a series of random drawings. Each Entry Period drawing will occur on or about the next business day following the conclusion of the Promotion Period from among all eligible entries received during that Entry Period. All non-winning entries from any Entry Period will NOT be carried forward to subsequent Entry Period(s). For the avoidance of doubt, Entry MUST be in compliance with these Official Rules (that is, Tweet along with the hashtag #KohlsCyberMondaySweepstakes) to be eligible. For avoidance of doubt the content of the Tweet will not be taken into consideration during the random drawings. Drawings will be conducted by LeadDog Marketing Group, Inc. d/b/a CSM, an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes. Each potential winner will be notified by direct message from the Sponsor's official Twitter account (@Kohls). It is recommended you confirm your Twitter notification settings are turned on. The initial verification notification (direct message) will request that the potential winner email the Administrator at a specific email address with specific personal information (e.g., full name, address, phone number, email address, date of birth, and Twitter username). Failure to respond to the initial verification notice within twenty-four (24) hours with all required information, or if initial verification notice is undeliverable after two (2) attempts will result in disqualification. Potential winner may be required to sign and return within three (3) business days, an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law ("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 Twitter account used to participate in the Sweepstakes. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

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

Grand Prizes (forty [40] winners per Entry Period, total of five hundred and twenty [520] winners): Each prize winner will receive a \$10 Kohl's e-Gift Card (subject to terms and conditions thereon).

TOTAL ARV OF ALL PRIZES: \$5,200.00

Odds of winning a prize depends on total number of eligible entries received for applicable Entry Period during the Promotion Period. Winners are not entitled to exchange or transfer prize or to obtain cash or other substitutes and Sponsor reserves the right to substitute prize of equal or greater value if the prize listed is unavailable for any reason. Federal, state and local taxes are the sole responsibility of each prize winner. **Limit of one (1) prize per person/family/household per Entry Period.**

- 9. Conditions and Limitations of Liability:** By participating, each entrant agrees: (a) to be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final in all respects; and (b) to release, discharge and hold harmless the Promotion Entities, Twitter Inc., each of their respective advertising and promotion agencies, each of the foregoing entities' respective parent, subsidiary, related, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage, including, without limitation, death and bodily injury, arising in any manner, directly or indirectly, in whole or in part, from participation in this Sweepstakes or any Sweepstakes-related activity, and/or from entrant's acceptance, receipt, use or misuse of any prize. Without limiting the foregoing, Sponsor makes no warranty, representation or guarantee of any kind regarding the Grand Prizes, including the warranty of merchantability or fitness for intended purpose.

By accepting a prize, winner grants Sponsor and its designees permission to use his/her name, voice, likeness, photograph, prize information, biographical data and city and state of residence on a winners' list and for programming, publicity and promotional purposes, worldwide in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. Sponsor and its designees are not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. Sweepstakes subject to the laws of the United States only. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be acknowledged.

10. Disputes: To the fullest extent permitted by law, entrant agrees that: (1) Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the awarding of prizes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Wisconsin or an appropriate Wisconsin State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

11. Privacy Policy: The entry information provided is subject to the Kohl's Privacy Policy available at <http://www.kohls.com/catalog/common/content.jsp?pageName=securityprivacy>

12. Winners' List: For the list of winners, mail a self-addressed, stamped envelope to: Kohl's Cyber Monday Sweepstakes Winners, c/o LeadDog Marketing Group, 440 9th Avenue, 17th Floor, New York, NY 10001. All such requests must be received by December 27, 2019.

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