

**OFFICIAL RULES FOR THE MICHAEL KORS SUMMER 2022
SWEEPSTAKES – U.S.**

**No Purchase or Share Necessary. Making A Purchase Will Not Increase Your Chances of
Winning.**

1. **Eligibility:** The Michael Kors Miami Nights Sweepstakes – [U.S.] (the “**Sweepstakes**”) is open to legal residents of the United States who are at least eighteen (18) years old. Employees of Promoter (defined below) and Merkle, Inc. (“**Merkle**”), and its and their parents, subsidiaries or affiliates, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to enter the Sweepstakes. The Sweepstakes is subject to federal, provincial, and/or local laws and regulations, and is void where prohibited.
2. **Promoter:** The Sweepstakes is sponsored by Michael Kors (USA), Inc. with an address at 11 West 42nd Street, New York, NY 10036 (the “**Promoter**”). This Sweepstakes is not promoted by or in any way affiliated with Twitter, Inc. or Meta Platforms, Inc.. Any questions, comments or complaints regarding the Sweepstakes shall be directed to Promoter and not to any other person or entity.
3. **Agreement to Official Rules:** By entering the Sweepstakes, you (each and collectively, the “**Entrant(s)**” or “**you**” or “**your**”) indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Promoter’s decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants who do not comply with all of these Official Rules are subject to disqualification by the Promoter, in Promoter’s sole discretion.
4. **How to Enter:**
 - a. **Initial Entry.** Entrants must complete in full the online Sweepstakes entry form found at www.MichaelKorsSweepstakes.com (the “**Sweepstakes Page**”), which may be accessed directly from these Official Rules or wherever Promoter makes the Sweepstakes available, in order to enter the Sweepstakes. Entry forms must be submitted during the Entry Period (as hereinafter defined) for the entry to be considered “completed in full” and valid. **ENTRANT MUST OPT-IN TO PROMOTER’S KORSVIP LOYALTY PROGRAM AND OPT-IN TO RECEIVE MARKETING MESSAGES FROM PROMOTER AS PART OF, AND AS A REQUIREMENT FOR, THE ENTRY SUBMISSION TO BE CONSIDERED COMPLETED IN FULL, FOR SWEEPSTAKES PURPOSES.** There is a limit of one entry on the Sweepstakes Page per person and per e-mail address during the Sweepstakes Period for this method of entry; subsequent entries on the Sweepstakes Page will be void. All information submitted (including on the Sweepstakes Page) will be subject to, and used in accordance with, Promoter’s Privacy Policy available at www.MichaelKorsSweepstakes.com. The Sweepstakes begins at 12:01AM EST, on July 19, 2022, and ends at 11:59pm EST, on August 22,2022, (the “**Entry Period**”).

- b. **Bonus Entries into Sweepstakes.** After an Entrant enters the Sweepstakes by submitting an entry form in full via the Sweepstakes Page as described above in Entrants have the opportunity to generate “Bonus Entries”. Entrants shall have the option to share an auto-generated message (containing a link to the Sweepstakes Page, unique to Entrant (the “**Entrants Link**”) regarding the Sweepstakes on Entrant’s Facebook, Twitter and other social media/online account (“**Social Accounts**”), by clicking the relevant button(s) found on the Sweepstakes Page (following Entrant’s initial Sweepstakes entry submission) and/or sharing the Entrants Link provided to Entrant; **the auto-generated message must not be edited by Entrant prior to publishing said message in a post**, with the exception that Entrant may tag one (1) or more of Entrant’s contact(s) in each (each, a “**Post**”). Failure to comply with the previous sentence may result in disqualification from the Sweepstakes. Promoter reserves the right to disqualify any entry (including any Bonus Entry) if the Post is deemed to be abusive, harmful, unlawful, false or is in violation of these Official Rules, or for any other reason within Promoter’s sole discretion. Posts must not directly or indirectly imply a connection between Entrant and Promoter beyond the parameters of this Sweepstakes. If a third-party subsequently enters the Sweepstakes in accordance with these Official Rules through the Entrants Link in the Entrant’s Post during the Promotion Period, said Entrant will receive one (1) bonus Sweepstakes entry (“Bonus Entry”). Multiple Bonus Entries may be generated as a result of multiple third-parties entering the Sweepstakes using the Entrants Link found in the Post. For the avoidance of doubt, Posts do not in and of themselves constitute Bonus Entries and do not result in the receipt or generation of Bonus Entries; Bonus Entries are not generated unless and until a third-party submits during the Entry Period a completed Sweepstakes entry form via the Entrants Link in the initial Entrant’s Post. You must be a registered user of Facebook and/or Twitter in order to generate Bonus Entries via Facebook and/or Twitter or other Social Account. Creating each Social Account is free but is subject to the applicable terms and conditions www.Facebook.com or www.Twitter.com **Standard message and data rates may apply**. Your Social Account may not be a corporate or shared account. Your Social Account settings must be set to “unprotected” and/or “public” for your Posts to be viewable by Promoter and its agents, as applicable. Sharing on any Social Account is solely within the Entrant’s discretion; sharing by one means will not be given preferential treatment or generate a greater number of entries than sharing by any other means or mediums. Entrant is solely responsible for complying with all third-party terms and conditions with respect to any and all Social Accounts on which it shares the Entrants Link contemplated in this paragraph. If the Entrant elects to send the Entrant Link via email, Entrant is doing so at his or her own discretion, and Entrant hereby represents and warrants that it shall not use any false or misleading header information or subject lines, and will clearly and conspicuously disclose in any message as an advertisement.
- c. **Instant Win.** After an Entrant enters the Sweepstakes by submitting an entry form in full via the Sweepstakes Page as described above in (a), Entrants have the opportunity to play the “Instant Win Game.”. Once on the Instant Win Game page, the Instant Win Game results will be instantly displayed. One Instant Win play per

email address/person per day during the Promotion Period. Three hundred thousand (300,000) random, computer-generated winning times, one for each Instant Win Prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. Unclaimed Instant Win Game prizes will not be awarded.

- d. **Additional Terms.** Entries submitted before or after the Entry Period will not be eligible and will not result in Bonus Entries. The use of an agency or any automated system to enter the Sweepstakes or to generate Posts is strictly prohibited and Promoter reserves the right to disqualify any entries received through such methods. Promoter's computer is the official time-keeping device for the Sweepstakes.
5. **Sweepstakes Drawing:** On or around August 23, 2022, Promoter will select potential winner for each Sweepstakes Prize below from all eligible entries received during the Entry Period. Promoter will contact the potential winners via email on or around August 24, 2022 using the information provided on each selected entry form. The odds of being selected depend on the number of eligible entries received through all entry methods combined.
6. **Potential Winner Requirements:** If a potential Prize winner does not respond within three (3) calendar days of Promoter's initial contact attempt, or otherwise does not or cannot accept a Sweepstakes Prize (as hereinafter defined), Promoter may, in its sole discretion, redraw for the applicable Sweepstakes Prize. Except where prohibited, each winner may be required to complete and return a declaration of eligibility, a liability/publicity release, and a confidentiality agreement. If a potential winner fails to return the required documents in a timely manner and/or if a potential winner fails to accept the Sweepstakes Prize in accordance with the timeline above, an alternate entrant may be selected in his/her place in a random drawing of all remaining eligible entries received during the Entry Period. AN ENTRANT SHALL NOT BE CONSIDERED A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.
7. **Prizes:**

Sweepstakes Prizes: Sweepstakes Prizes (as described below) are subject to change in Promoter's sole discretion and all details of Prizes to be determined by Promoter. The total value of the Sweepstakes Prize is approximately \$18,800.00 USD.

Grand Prize: Round-trip First-Class airfare for Two (2) from winner's home or designated airport to Miami (based on thirty-day advance notice) if not based in Miami, round-trip airport transfers with meet and greet; three (3) nights hotel accommodations for two (2) – double occupancy at a 5-star property; \$1,000 spending money; travel agency fees and one (1) styling appointment at a participating Michael Kors retail store on mutually agreed dates and times during the trip itinerary (must take place during the trip itinerary otherwise the styling appointment prize may be forfeited; purchases made during the styling appointment

are the sole responsibility of the winner). Promoter shall use best efforts to accommodate winner's requests as to travel time and hotels, subject to cost and availability provided final decision(s) with respect thereto shall be within the sole discretion of Promoter. The actual value of the Grand Prize may vary depending on various factors, including the date(s) of the trip (the date of conclusion of the trip shall, for purposes of these Official Rules, be considered the "Prize Receipt"). All other costs and expenses not listed above or otherwise communicated by Sponsor shall be the winner's responsibility, including any cancellation fees or penalties due to the fault of the winner or its guest. The winner and their guest must have a valid travel passport or other form of valid identification for international or domestic travel, as the case may be, which does not expire on or before the Prize Receipt date, as defined in this sub-section. The guest(s) (or his/her/their parent(s) or legal guardian(s), if a minor) may be required to sign a liability/publicity release and a confidentiality agreement. Winner and guest must travel together on the same itinerary. Neither the winner for the winner's guest will be given the opportunity to change the duration of their stay in each location once booked, and tickets that are a component of the Grand Prize are not eligible for miles accumulation and cannot be upgraded using miles. The exact timing of the trip will depend upon a number of factors to be determined on or around the time of Sweepstakes drawing date. Sponsor will make reasonable efforts to accommodate winner's booking requests concerning timing for travel. Traveller information may be required to be provided to Sponsor or Sponsor's designee as necessary to facilitate the booking of travel and accommodations in connection with the prize. If the Grand Prize (in whole or in part) or any other prize-related activity(s) is canceled, postponed, or altered in any way for any reason, the Grand Prize (or portion thereof) may, to the extent feasible, be replaced with a prize of comparable or greater value as determined solely by Sponsor, which may be similar or different from the Grand Prize. No refund or compensation will be made in the event of a cancellation or delay in any flight. Travel and hotel accommodation restrictions apply. Travel arrangements must be made through a Sponsor-designated agent and on a carrier of Sponsor's choice. Tickets and hotel reservations awarded as part of the Grand Prize are not transferable and may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture. Certain travel restrictions may apply. Travel plans must be finalized and bookings must be confirmed within thirty days following acceptance of the Grand Prize, and travel must take place within twelve (12) months following Grand Prize acceptance, otherwise the Grand Prize may be forfeited and no amounts, including any replacement or alternative prize, may be due and owing to the winner.

The value of each of the Sweepstakes Prizes may be treated as income to the applicable winner and thus the winner may be responsible for payment and reporting of any applicable taxes. We encourage you to consult your tax advisor to determine how winning a Prize may affect your tax obligations. Each potential, selected winner must supply to Promoter or Merkle, as applicable, at the time of (and as a part of) Sweepstakes Prize acceptance (in accordance with these terms). Certain information necessary for fulfilment of the relevant Prize, to be used

by Promoter solely for purposes of fulfillment. If repeated attempts to contact a potential winner to arrange for fulfillment of the Sweepstakes Prize are met with no response, or the winner cannot or does not accept the Sweepstakes Prize (including by failing to provide an address in accordance with these terms) the Sweepstakes Prize will be forfeited and the Promoter has the right to select an alternate winner in a random drawing of the remaining eligible entries received during the Entry Period.

Instant Win Prize: The odds of winning an Instant Win Game Prize depends on the time in which a person plays the game and the number of Instant Win Game Prizes remaining at such time. Certain Instant Win Game prizes may be subject to additional terms and conditions. Instant Win Prizes have no cash value.

Prize Type	Prizes Available
1 Bonus Sweepstake Entry	125,000
3 Bonus Sweepstakes Entries	85,000
5 Bonus Sweepstakes Entries	50,000
100 KORSVIP Points	25,000
200 KORSVIP Points	10,000
500 KORSVIP Points	5,000
TOTAL PRIZES	300,000

All Prizes: No cash or other substitution is allowed except by the Promoter or its representative who may substitute one (1) or more Prize with another prize of equal or greater value if the advertised Prize becomes unavailable, or for any other reason whatsoever as determined by the Promoter in its sole discretion. The Prizes are not transferable. Limit one (1) Sweepstakes prize and one (1) of each Instant Win prize per Entrant. KORSVIP loyalty points are subject to KORSVIP Terms & Conditions found at MichaelKors.com.

General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Promoter may, in its sole discretion, either: (a) suspend or cancel the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prizes at random from among the eligible entries received up to the time of the impairment. Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Promoter to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Promoter by mail shall not be deemed proof of receipt by

Promoter. The Sweepstakes is subject to all applicable laws and regulations and is void where prohibited.

8. **Release and Limitations of Liability:** By participating in the Sweepstakes, to the extent permissible by law, you (including the Grand Prize winner and its guest) agree to release, on behalf of yourself, successors, heirs, personal representatives and assigns, and hold harmless Promoter, Merkle, Meta and Twitter, and any other Social Account and its and their respective parent(s), subsidiaries, affiliates and each of their respective officers, directors, employees, and agents (collectively, the “**Released Parties**”) from and against any and all costs arising out of any claim or cause of action, now known or hereafter known, to the extent arising out of or related to your participation in the Sweepstakes or receipt, acceptance, possession and/or use of any Prize, or of any misuse or malfunction of any Prize awarded, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) lost, late, misdirected, unintelligible, returned or undelivered Entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes, the processing or selection of entries, or the contacting or announcement of potential winners; (f) injury or damage to persons or property, including from your and/or any third party use of the Prize; or (g) any warranty with respect to any Prize or component thereof. You further agree, to the extent permissible by law, that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorneys’ fees. To the extent permissible by law, you (including the Grand Prize winner and its guest) waive the right on behalf of yourself, successors, heirs, personal representatives and assigns to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages regardless of whether Promoter knew or had reason to know of the possibility thereof. You acknowledge and agree that your participation in the Sweepstakes and your receipt or use of any prize is done solely at your own risk. The Released Parties are not responsible for the errors, omissions, acts or failure to act of any party or entity conducting a specific activity on its behalf in connection with the Sweepstakes, including in connection with the Grand Prize (in whole or in part). The Released Parties will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage, health crisis, epidemic, pandemic, or any other natural or man-made disaster that may cause the cancellation or postponement of travel or any part of the Grand Prize. Grand Prize winner and its respective guest irrevocably waives all claims against the Released Parties and agrees that the Released Parties will have no liability or responsibility for any claim arising in connection with participation in this Promotion, the prizes awarded, personal injury, or wrongful death, a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of the Grand Prize winner participating in the Promotion and related activities, wherever, whenever or

however the same may occur. The Grand Prize winner and its respective guest fully understands that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that will be implemented from time to time by Promoter or Merkle (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. THE PRIZE(S) ARE AWARDED "AS IS" AND PROMOTER DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND REGARDING THE PRIZE(S).

9. **Publicity:** Except where prohibited, participation in the Sweepstakes (including use of any Prize) constitutes your consent to Promoter's and its agents' use of your name, likeness, photograph, video, prize footage, voice, opinions and/or hometown and state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.
10. **Disputes:** Except where prohibited, you agree that any and all disputes, claims and cases of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York County, New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Promoter in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern and control.
11. **Results:** To request the name of the winner, send a self-addressed, stamped envelope to: Michael Kors Marketing Department, 11 West 42nd Street, New York, NY 10036. Requests must be received within one (1) month following the conclusion of the Promotion Period.