

**OFFICIAL RULES FOR THE MICHAEL KORS JANUARY 2021  
SWEEPSTAKES – U.S.**

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

1. **Eligibility:** The Michael Kors January 2021 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., 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., 11 West 42<sup>nd</sup> Street, New York, NY 10036 (the “**Promoter**”). This Sweepstakes is not promoted by or in any way affiliated with Facebook or Twitter. Any questions, comments or complaints regarding the Sweepstakes shall be directed to Promoter and not to Facebook or Twitter.
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](http://www.michaelkorssweepstakes.com) (the “**Sweepstakes Page**”) in order to enter the Sweepstakes. The Sweepstakes Page may additionally or alternatively be accessed by scanning the QR Code made available at select Michael Kors Lifestyle and Outlet Stores in the United States, and/or may be linked to from certain of Promoter’s marketing materials and social media post(s) pertaining to 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 WILL BE OPTED-IN TO PROMOTER’S KORSVIP REWARDS PROGRAM AND OPTED-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 (1) 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.
  - b. **Bonus Entries.** 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 generate “Bonus Entries” into the Sweepstakes. Entrants shall have

the option to share an auto-generated message (containing a link to the Sweepstakes Page, unique to Entrant) regarding the Sweepstakes on Entrant's Facebook and/or Twitter accounts ("**Social Accounts**"), by clicking the relevant button(s) found on the Sweepstakes Page (following Entrant's initial Sweepstakes entry submission); the auto-generated message should 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 Facebook and/or Twitter post (each, a "Post"). If a third-party subsequently enters the Sweepstakes in accordance with these Official Rules through the unique link in your Post, you 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 unique link found in your 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 on the Sweepstakes Page accessed via the unique link in the initial Entrant's Post. Your Facebook and/or Twitter share message must be posted to your Social Account through the Sweepstakes Page. If you share the Sweepstakes through any other means, including directly to your personal wall or feed, you will not be able to earn Bonus Entries. You must be a registered user of Facebook and/or Twitter in order to generate Bonus Entries. Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos> or <https://www.facebook.com/terms.php>) **Standard message and data rates may apply**. Your Social Account must be a personal account; it 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.

- c. **Additional Terms.** Promoter reserves the right to disqualify any entry (including any Bonus Entry) if the Post is deemed to be abusive, harmful, unlawful, or is in violation of these Official Rules, or for any other reason within Promoter's reasonable discretion. Posts must not directly or indirectly imply a connection between Entrant and Promoter beyond the parameters of this Sweepstakes. All information submitted (including on the Sweepstakes Page) will be subject to, and used in accordance with, Promoter's Privacy Policy available at [michaelkors.com](http://michaelkors.com). The Sweepstakes begins at 12:01 AM EDT, on January 29, 2021, and ends at 11:59 PM EDT, on February 28, 2021 (the "**Entry Period**"). 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. **Drawing:** On or around March 4, 2021, Promoter will select two (2) potential Grand Prize winners, fifteen (15) potential Runner-Up Prize winners (consisting of five (5) Second-Place Prize winners and ten (10) Third-Place Prize winners) (each as hereinafter defined) in a random drawing of all eligible entries received (including eligible Bonus Entries generated) during the Entry Period. Promoter will contact the potential winners via email

on or around March 4, 2021 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. Potential winners will be selected in the following order: Grand Prize winners, Second-Place Prize winners, Third-Place Prize winners. The Grand Prizes, Second-Place Prizes and Third-Place Prizes shall each and collectively be referred to herein as a “**Prize**” or the “**Prizes**”. There is a limit of one Prize per person, and no more than one (1) Prize shall be awarded to any individual Entrant for any reason.

6. **Potential Winner Requirements:** Promoter will attempt to notify each potential winner within one (1) business day of the date of selection or as otherwise noted in these Official Rules, using the information included on the selected entry form. 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 Prize, Promoter may, in its sole discretion, redraw for the applicable 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 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.
7. **Prizes:** Two (2) Grand Prize winners will each receive a USD \$1,000.00 Michael Kors Gift Card. Fifteen (15) Runner-Up Prize winners will each receive a Michael Kors Gift Card, as follows: Five (5) Second-Place Prize winners will each receive a USD \$300.00 Michael Kors Gift Card; and ten (10) Third-Place Prize winners will each receive a USD \$100.00 Michael Kors Gift Card. All details of Prizes to be determined by Promoter. The total value of all Prizes is approximately USD \$4,500.00. The Prizes are defined as follows:
  - a. Each “**Grand Prize**” shall mean: one USD \$1,000.00 Michael Kors Gift Card. The approximate retail value of each Grand Prize is USD \$1,000.00.
  - b. Each “**Second-Place Prize**” shall mean: one (1) USD \$300.00 Michael Kors Gift Card. The approximate retail value of each Second-Place Prize is USD \$300.00.
  - c. Each “**Third-Place Prize**” shall mean: one (1) USD \$100.00 Michael Kors Gift Card. The approximate retail value of each Third-Place Prize is USD \$100.00.

Use of the Michael Kors Gift Cards is subject to the terms and conditions on the back of the card or otherwise applicable to the card. All expenses, costs, and taxes not expressly listed above are solely each winner’s responsibility. **The value of each of the 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.** The Prizes are not transferable. 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. Each potential, selected winner must supply to Promoter at the time of (and as a part of) Prize acceptance (in

accordance with these terms), Entrant's legal name and, a valid U.S. postal address (to be used by Promoter solely for purposes of Prize fulfillment to which the applicable Prize shall be mailed to Entrant's attention at Promoter's expense. If repeated attempts to contact a potential winner to arrange for fulfillment of the Prize are met with no response, or the winner cannot or does not accept the Prize (including by failing to provide an address in accordance with these terms) the 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.

8. **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.
9. **Release and Limitations of Liability:** By participating in the Sweepstakes, to the extent permissible by law, you agree to release, on behalf of yourself, successors, heirs, personal representatives and assigns, and hold harmless Promoter, Merkle, Inc., Facebook and Twitter, 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) technical errors related to computers, servers, providers, or telephone, or network lines; (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 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. THE PRIZES 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).

10. **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.
11. **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.
12. **Results:** To request the name of the winner, send a self-addressed, stamped envelope to: Michael Kors Marketing Department, 11 West 42<sup>nd</sup> Street, New York, NY 10036. Requests must be received by April 4, 2021.