

**Your Cart, Our Treat
Official Rules**

- **NO PURCHASE IS NECESSARY TO ENTER, PLAY OR WIN. A PURCHASE OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID IN HAWAII AND WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY PARTICIPATING IN THE PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. ELIGIBILITY:** The Your Cart, Our Treat promotion ("Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older as of date of entry and who are shopping at a participating Kohl's location during the Promotion Period. Employees, officers and directors of Kohl's, Inc. ("Sponsor"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the "Promotion Parties"), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Promotion or win a prize. For purposes of this Promotion, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. In the event that a household, based on address, enters the Promotion using more than five (5) unique email addresses, all of the Promotion entries associated with that household (determined by Sponsor or Administrator at their sole discretion) will be disqualified. Void in Hawaii and where prohibited by law. For clarity, there are no Kohl's locations in Hawaii, but a legal U.S. resident from Hawaii would be eligible to win. All federal, state and local laws and regulations apply. By participating in the Promotion, you unconditionally accept and agree to comply with and abide by these "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Promotion, selection of the winners, and Sponsor's exercise of discretion, which will be final, non-appealable, and binding in all respects.
- 2. TIMING:** The Promotion begins on December 7, 2024 and ends on December 21, 2024 (the "Promotion Period"). The Promotion is an instant win game (the "Game") and is comprised of three (3) entry periods (each, an "Entry Period") as set forth below. The Promotion will not be open between Entry Periods.

Entry Period	Start Time	End Time	Number of Prizes per Store
#1 Saturday 12/7/24	Applicable store's opening time	Applicable store's closing time	4
#2 Saturday 12/14/24	Applicable store's opening time	Applicable store's closing time	4
#3 Saturday 12/21/24	Applicable store's opening time	Applicable store's closing time	4

Store hours may vary by location. Please visit [Kohls.com/stores](https://www.kohls.com/stores) to find your nearest store and its hours of operation. The designated computer clock of the Sponsor is the official time-keeping device in the Promotion.

3. **HOW TO PARTICIPATE:** During the Promotion Period, visit a participating Kohl's store and begin shopping. When checking out at a cash register or a self checkout, you will be notified if you are a potential winner of the Instant Win Game (see details below). Being in line with your shopping cart and starting to check out is your game play ("Game Play" or "play," herein). If you are not selected as a winner during one Entry Period, you may return for another Game Play during the same or a different Entry Period. If you are not selected as a winner, you do not need to complete your purchase transaction. You are not a winner of any prize even if any notification or Kohl's employee should so indicate, unless and until your eligibility and the winning Game Play has been verified and you have been notified that verification is complete. Sponsor will not accept photos, videos, or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. All winning Game Plays are subject to verification before any prize will be awarded. All potential winners are subject to verification before any prize will be awarded.

The Promotion Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information of any winner.

4. **WINNING GAME PLAYS:** There will be a total of four (4) randomly-determined winning Game Play times, per participating Kohl's store during each Entry Period, for a total of twelve (12) winning Game Play times per Kohl's store during the entire Promotion Period. If you are the first entrant to complete a Game Play at or after one of the randomly-generated times for the applicable store, you will be a potential Game Winner of the prize indicated. Receiving a prize is contingent upon compliance with these Official Rules. There will be up to 14,136 total potential winners selected for prizes in this Promotion from among all eligible entrants completing a Game Play in accordance with these Official Rules and one (1) randomly-selected winner of the Florida only prize in one of the Florida stores, during the entire Promotion Period. Administrator will randomly select one Florida store and a random time during one of the Entry Periods and a manager will randomly select one (1) person in the store at that time and award that prize. Manager's decision is final and binding.
5. **ODDS:** Odds of winning a prize in the Promotion depend on the total number of eligible participants and the date and time of your Game Play(s).
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winners will be notified via the applicable cashier (or if at the self checkout, on the screen) at the time of the winning Game Play time and a supervisor will come to speak with the potential winner. The supervisor will ask some questions to confirm the potential winner's eligibility and will provide a copy of these Official Rules. If the potential winner chooses to accept the prize, the supervisor will have the potential winner complete the applicable forms (see below) and delete the payment requirement for the winner's shopping cart, subject to the details below. The Promotion Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information provided by any winner. Notification is deemed to have occurred immediately upon the cashier or self checkout screen and the supervisor notifying the potential winner. If a potential winner is ineligible, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit that prize and an alternate winner may be selected by passing the opportunity to win to the next person in the line, as determined by Sponsor's agent, in its sole discretion. As part of the winner notification process, each potential winner may be required to complete and submit a prize redemption form ("Redemption Form"), and/or for prizes valued at \$600 or more, will be required to complete and submit a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), before leaving the store premises, as a condition of receiving a prize. If any potential winner fails or refuses to complete, sign, and return the Redemption Form and/or the Declaration, as applicable, within the required time period and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected as described above, up to three (3) alternates, after which the applicable prize will remain un-awarded. Potential winner becomes a "winner" only after verification of eligibility by Sponsor.

Parents or legal guardians of any winner of a prize valued at \$600 or more who is under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Declaration in order for the prize winner to be qualified to receive his or her prize(s).

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winner(s) of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. PRIZES/PRIZE RESTRICTIONS: The prizes to be awarded in this Promotion are:

Instant Win Game Prizes:

UP TO 14,136 GAME PRIZES (4 per Entry Period per Kohl's store): Each "Game Prize" is Kohl's giving the winner the contents of their shopping cart for free, up to a maximum value of \$5,000. There is no minimum value to a prize. Exclusions and restrictions apply. Approximate Retail Value ("ARV") of each Game Prize will depend on contents of winner's cart: Up to \$5,000 per Game Prize.

Prize excludes purchases of gift cards and Kohl's Cares® cause merchandise. A potential winner shall not be able to add any additional items to his or her shopping cart after being notified of being a potential winner. Attempting to do so may result in disqualification for the prize, in Sponsor's sole discretion.

ONE (1) FLORIDA ONLY PRIZE (randomly awarded to a winner in a Florida store during the Promotion Period): a Kohls® gift card in the amount of \$25. Terms and Conditions of the gift card apply **ARV of the Florida only prize: \$25.**

Maximum total ARV of all prizes available in the Promotion: \$70,680,025.

Maximum total ARV of all prizes available in New York stores in the Promotion: \$3,000,000.

Maximum total ARV of all prizes available in Florida stores in the Promotion: \$3,120,025.

Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject applicable rules and restrictions. In the event that Sponsor is unable to provide a prize or prize component, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes received, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor as of the time these Official Rules are printed and may fluctuate. The value of any prize or combination of prizes valued at \$600 or more awarded to a winner will be reported for tax purposes as required by law. Each winner of such prize will be required to provide Sponsor with a valid social security number before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of that winner for the actual value of the prize(s) received. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Promotion Parties are not responsible for and will not replace any lost, mutilated or stolen prizes. If a winner does not accept or use the entire prize, the unaccepted or unused part of the

prize will be forfeited and the Promotion Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated number of prizes will be awarded. The Promotion Parties are not responsible for, and winner will not receive the difference, if any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material. Limit of one (1) prize per person and per household. Winner, if confirmed, will take his/her prizes home on the day of the win, after winner verification. Prizes will not be eligible for returns or exchanges, except as permitted via Sponsor's existing "non receipted return process" in its sole discretion.

- 8. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Promotion Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s) to the winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of winner's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Promotion or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Promotion should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion.
- 9. CONDUCT:** The Promotion Parties are not responsible for the actions of entrants in connection with the Promotion, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. The Promotion Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be unscrupulous or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry process or the operation of the Promotion, and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. WAIVERS AND DISCLAIMERS:** The Promotion Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft,

destruction or alteration of entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes in a random drawing from among all non-suspect, eligible entries received for the Promotion up to the time of such action.

- 11. RELEASES:** All entrants, as a condition of participation in this Promotion, release, discharge, indemnify and hold harmless the Promotion Parties and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Promotion (including travel to/from any Promotion activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Promotion activity and/or prize.
- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY PARTICIPATING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE

RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Wisconsin, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Wisconsin. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Wisconsin. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 14. ENTRY INFORMATION AND PROMOTION COMMUNICATIONS:** As a condition of participating in the Promotion, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Promotion or on a Promotion winner's list. By participating in the Promotion, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.kohls.com/feature/privacy-policy.jsp>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. WINNERS LIST:** To receive a list of the winners of prizes awarded to those in FL and NY, send a #10 self-addressed, stamped envelope for receipt by February 21, 2025 to: Your Cart, Our Treat - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.

- 17. SPONSOR:** Kohl's, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, WI 53051. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Promotion.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.