

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

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

1. **Eligibility:** The Michael Kors UGC Sweepstakes – [U.S.] (the “**Sweepstakes**”) is open to legal residents of the United States who are at least eighteen (18) years old and registered users of Instagram. Employees of Promoter (defined below) and its/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 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 post a photo on their Instagram account featuring Michael Kors product (the “**Post**”) during the Entry Period (further defined herein). Post must comply with the requirements set forth in Section 5 of these Official Rules. Post must be submitted during the Entry Period (as hereinafter defined) for the entry to be considered “completed in full” and valid. There is a limit of one (1) entry per person and per Instagram account. Subsequent entries will be void. It is the sole responsibility of the entrant to notify the Promoter in writing if the entrant changes their Instagram account during the Entry Period. All information submitted will be subject to, and used in accordance with, Promoter’s Privacy Policy available at <https://www.michaelkors.com/info/privacy-notice.html>. By entering, you agree that entry information may be shared on Promoter’s websites, social channels, and others to the extent required for prize fulfillment purposes. The Sweepstakes begins on July 9, 2024 at 12:01am EST and ends on August 9, 2024 at 11:59pm EST (the “**Entry Period**”).
5. **Post Requirements:** The Post must comply with the following requirements (i) the Instagram account and Post must be set to “public”, as applicable (you can return your account to “private” any time after the winner announcement); (ii) Post must be an in-feed,

still image (iii) the caption of the Post must include the hashtag #InMyMKSweepstakes; (iv) Posts in carousel format must feature Michael Kors product in every photo; (v) Post must not show, contain, mention, depict, refer or otherwise allude to the name or logo of any third party; (vi) Posts must not contain fragrance product (vii) Post may not contain, mention, refer or otherwise allude to any material that is violent, lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contain inappropriate content or objectionable material; (viii) Post cannot promote alcohol, illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message; (ix) Post cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Promoter, its products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Promotor wishes to be associated, as determined by Promoter in its sole discretion; (x) Post cannot depict and cannot itself be in violation of any law; and (xi) Post must conform to any terms of use/platform guidelines, policies and content restrictions of Instagram. Promoter reserves the right to disqualify any Post that Promoter believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.

6. **Drawing:** On or around August 15, 2024, Promoter will select one (1) winner in a random drawing of all entries received during the Entry Period. Winner will be contacted via direct message on their Instagram account used for entry. The odds of being selected depend on the number of entries received.
7. **Potential Winner Requirements:** Promoter will attempt to notify the potential winner within one (1) day of the date of selection. If a potential winner does not respond and/or retrieve the Prize (as hereinafter defined) within 48 hours of being contacted, or otherwise does not or cannot accept the Prize, then the Prize may be forfeited, and Promoter may redraw, in its sole discretion. Being selected as the winner does not guarantee that the Post will be featured on the Michael Kors UGC page. Except where prohibited, the potential winner may be required to complete and return a declaration of eligibility, a liability/publicity release, and a confidentiality agreement. The potential winner may be required to provide identification sufficient to show that they are the authorized account holder of the Instagram account of the Post. The “authorized account holder” is the natural person assigned to the applicable Instagram account. 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, the Prize will be forfeited.
8. **Prizes:** One (1) Michael Kors gift card in the amount of \$500 USD.

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 this prize may affect your tax obligations. The prize is not transferable. No cash or other substitution is allowed except by the Promoter or its representative who may substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater

value if the advertised prize or component thereof (including as to size and/or color) becomes unavailable, as determined by the Promoter in its sole discretion. The Promoter will contact the potential winner via a comment on their Post on the Michael Kors Instagram account and send a direct message. Potential Winner must respond to the direct message and provide requested contact information in the Instagram message, and then click “send”. If repeated attempts to contact a potential winner to arrange for fulfillment of the prize are met with no response or a return of any direct message is undeliverable, the prize will be forfeited, and the Promoter has the right to select an alternate winner in a random drawing of the remaining entries received.

9. **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. Usage of Instagram may require a mobile device and therefore you may be charged for standard data rates according to the terms and conditions in your agreement with your wireless carrier. You agree to incur at your sole cost any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.
10. **Grant of Rights:** By participating in the Sweepstakes, you grant Michael Kors (USA), Inc., along with its global corporate affiliates, successors, assigns and licensees (collectively, “Michael Kors”), the absolute right and permission to record and make use of your name, picture, likeness, image, voice, identity, interview, performance and any biographical and/or other material concerning you (collectively, “Entrant Information”) which you may provide to, or which may be obtained by or on behalf of, Michael Kors during and in connection with the Sweepstakes about which you are participating, or to refrain from doing so, for any purpose whatsoever and in any manner or media whatsoever now known or hereafter discovered or developed, without limitation, in perpetuity. You additionally grant Promoter the right to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Post and use Entrant Information for advertising and/or publicity purposes in any and all media now or hereafter known throughout the world in perpetuity without compensation, notification, or permission.

11. 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, Meta Platforms, Inc., and their affiliates 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 or the processing of entries; (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 Released Parties assume no responsibility for any injury or damage to entrants or to any other person’s computer, regardless of how caused, relating to or resulting from entering or downloading materials in connection with this 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 PRIZES.**

12. Representations and Warranties: Each person who enters this Sweepstakes represents and warrants as follows: (i) entrant owns, or has obtained any and all necessary rights and permissions required to submit, the Post and grant Promoter the rights to use and display the Post as set forth above; (ii) the Post is wholly original and, as of the date of submission, the Post is not the subject of any actual or threatened litigation or claim; (iii) the Post does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity; and (iv) the Post does not and will not violate any applicable laws, and is not and will not be considered defamatory or libelous.

13. 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.

14. **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.
15. **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.