

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

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

1. **Eligibility:** The Michael Kors Golf Getaway 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) Merkle, Inc. (“**Merkle**”) and Odicci Limited (“**Odicci**”) 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 42<sup>nd</sup> 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.Michaelkors.com/Sweepstakes](http://www.Michaelkors.com/Sweepstakes) (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 (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. All information submitted (including on the Sweepstakes Page) will be subject to, and used in accordance with, Promoter’s Privacy Policy available at <https://www.michaelkors.com/info/privacy-notice.html> . The Sweepstakes begins on August 9, 2023 at 12:01AM EST and ends on September 7, 2023 at 11:59pm EST (the “**Entry Period**”).

5. **Sweepstakes Drawing:** On or around September 7, 2023, Promoter will select a 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 September 9, 2023 using the information provided on each selected entry form. The odds of being selected depend on the number of eligible entries received during the Entry Period.
6. **Potential Winner Requirements:** If a potential Prize winner does not respond confirming Prize acceptance (as herein after defined) 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, select an alternate entrant as a potential Prize winner. 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, the Prize will be forfeited. 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 Grand Prize and Runner-Up Prize(s) (as herein after defined) will be collectively referred to herein as "Prize(s)". The total value of the Sweepstakes Prizes is approximately \$28,500.00 USD.

**Grand Prize:** One (1) winner will receive a trip to the Lodge at Torrey Pines (the "Hotel") in San Diego, California for winner and up to three (3) guests of winner's choosing. The Grand Prize includes:

- Up to four (4) round-trip business class flights from the winner's and/or its/their guest's designated airport in the United States to San Diego, California (based on thirty-day advance notice). Winner and/or each/all guest(s) are permitted to travel separately (subject to agreed travel dates) to/from its/their airport in the United States to/from San Diego, California. No international flights permitted. All return flights shall depart from San Diego, California and arrive at the relevant airport of original departure;
- Two (2) double occupancy hotel rooms for two (2) consecutive nights stay at the Hotel;
- A \$2,500 Hotel food and beverage credit, inclusive of taxes and gratuities. The Hotel food and beverage credit shall expire immediately upon conclusion of the Hotel reservation and cannot be redeemed or exchanged for cash;

- Up to four (4) spa packages (one (1) per person), redeemable at the Hotel Spa during the reservation;
- One (1) round of golf for up to four (4) people at The Historic Torrey Pines Golf Course (including professional caddies); and
- A styling appointment at a nearby Michael Kors retail store for winner and it/their guest(s) 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) plus a \$500 Michael Kors retail credit (inclusive of taxes, gift wrapping or other charges) for each of winner and its guests to be used during the styling appointment. The retail credit may be redeemed only in-store (no shipping or delivery permitted) during the styling appointment; any unused portion of the retail credit upon the completion of the styling appointment shall be forfeited. One (1) \$500 retail credit per person; total value of the retail credit provided is dependent on the number of persons (up to four) in attendance at the styling appointment. The retail credit may not be redeemed for cash, may not be applied to past purchases and may not be aggregated or combined. ALL PRODUCT PURCHASED USING THE RETAIL CREDIT SHALL BE FINAL SALE AND CANNOT BE RETURNED OR EXCHANGED.
- Round trip ground transportation to and from the Hotel and the San Diego Airport and to and from the Hotel and the styling appointment, up to \$250 total (to be covered by Sponsor via one (1) \$250 USD Uber gift card provided to the winner). Any additional ground transportation expenses above and beyond the \$250 Uber gift card shall be the responsibility of winner.

Promoter shall use best efforts to accommodate winner's requests as to travel time, 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 Promotor shall be the winner's responsibility, including (but not limited to) any cancellation fees or penalties due to the fault of the winner or its/their guest(s) and ground transportation in excess of the transportation stipend accounted for above. The winner and its/their guest(s) must have a valid form of identification domestic travel, 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. Neither the winner nor the winner's guest(s) will be given the opportunity to change the duration or dates of their stay and/or their flights 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. Traveller information may be required to be provided to Promotor or Promotor'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 (except due to the winner), 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 Promotor, which may be similar or different from the Grand Prize; provided in the event of cancellation by winner, the Grand Prize (and full value thereof) may, in Promoter's sole discretion, be deemed forfeited by the winner. No refund or compensation will be made in the event of a cancellation or delay in any flight and Promotor shall not be obligated to postpone or reschedule any other activities (including Hotel reservation dates). If winner elects to partake in any or all portions of their Grand Prize with no guest, the Grand Prize will be awarded to winner and any remainder of the Grand Prize will be forfeited and shall not be subject to further or alternative compensation. Travel and hotel accommodation restrictions apply. Travel arrangements must be made through a Promotor-designated agent and on a carrier of Promotor'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 and/or Odicci, as applicable, at the time of (and as a part of) Sweepstakes Prize acceptance (in accordance with these terms) Certain information necessary for fulfillment 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.

**Runner Up Prize:** Five (5) runner up winners will receive a five-hundred-dollar (\$500 USD) Michael Kors gift card.

**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. Michael Kors gift cards are subject to additional terms & conditions.

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 (including the Grand Prize winner and its guest(s) agree to release, on behalf of yourself, successors, heirs, personal representatives and assigns, and hold harmless Promoter, Merkle, Odicci, Meta Platforms, 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/their guest(s)) 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 and your guests’ 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/their respective guest(s) irrevocably waive all claims against the Released Parties and agree 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 their respective guests fully understand 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 and/or Oddicci (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).

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 within one (1) month following the conclusion of the Promotion Period.