Maurices Incorporated

"maurices Rock Your Jeans Sweepstakes"

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY BY TEXT MESSAGING METHOD OF ENTRY IS NOT REQUIRED.

1. ELIGIBILITY. The "maurices Rock Your Jeans Sweepstakes" (the "Sweepstakes") is only open to entrants who, as of the date of entry and through the end of the overall entry period for this Sweepstakes, are permanent legal residents of the fifty (50) United States of America and the District of Columbia who are at least eighteen (18) years old and have opted-in to participation in the text message program (the "Text Program") operated by Maurices Incorporated ("Sponsor") and participation in the Sweepstakes. For information concerning Sponsor's Text Program, visit https://www.maurices.com/customer-service/terms-and-conditions/sms. Entry using the text messaging method of entry is not required (see additional details in "How to Enter" below). The Sweepstakes is void outside the fifty (50) United States of America and the District of Columbia; and where prohibited or restricted by law. Employees, officers and directors of Sponsor, and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, grandchildren, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer, and director, are not eligible to enter. The Sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time they enter.

2. TIMING; ENTRY PERIODS. The overall Sweepstakes entry period starts at 6:00 a.m. Central Time ("CT") on August 9, 2023, and ends at 11:59 p.m. CT on August 15, 2023, and is divided into seven (7) separate daily entry periods described below (each daily entry period is referred to in these Official Rules as an "Entry Period"). Sponsor's computer is the official timekeeping device for the Sweepstakes. Drawings for all Entry Periods and all prizes in this Sweepstakes will be conducted on or about August 30, 2023, as described in Section 5 below. For a drawing for a specific Entry Period, an entrant must meet the eligibility criteria during the Entry Period for such drawing and entrant's entry must be submitted during the Entry Period for such drawing. A daily Entry Period starts at 6:00 a.m. CT on the Entry Period date and ends at 11:59 p.m. on such Entry Period date. Entries for a specific Entry Period date and ends at 11:59 p.m. on such Entry Period date. Entries for a specific Entry Period. Shown below. For example, if you would like to enter the Second Entry Period. Similarly, if you would like to be considered for all seven Entry Period prize drawings, you must submit an entry during the Second Entry Period prize drawings, you must submit an entry during each Entry Period shown below.

	Entry Period
First:	August 9, 2023
Second:	August 10, 2023
Third:	August 11, 2023
Fourth:	August 12, 2023
Fifth:	August 13, 2023
Sixth:	August 14, 2023
Seventh:	August 15, 2023

3. HOW TO ENTER. There are two (2) ways to enter the Sweepstakes, defined below.

a. **TEXT MESSAGING METHOD OF ENTRY ("Text Method"):** During an applicable Entry Period, text the keyword "DENIMFEST" to 82344 from your mobile device. By entering using the text messaging method of entry, you agree to receive a text message sent to your mobile device confirming your entry into the Sweepstakes and, if you are selected as a potential winner during a Sweepstakes drawing, a text message with instructions on how to claim your prize. Text STOP to cancel. Text HELP for help. For more information or customer support regarding Sponsor's Text Program, visit <u>https://www.maurices.com/customer-service/terms-and-conditions/sms</u>. NOTE: You will be charged standard messaging and/or data rates for each text message sent from and received by your mobile device according to the terms of your wireless service agreement. You must be a wireless service subscriber with text messaging functionality to enter via this method of entry. Check your mobile device's capabilities for specific text messaging instructions. Text messaging is not available in all areas. If you do not desire to enter by the text messaging method of entry, you may enter the Sweepstakes by the email method of entry as described below.

b. EMAIL METHOD OF ENTRY ("Email Method"): During an applicable Entry Period, send an email with "maurices Rock Your Jeans Sweepstakes Entry" in the subject line to publicity@maurices.com and include in the body of such email all of the following information: your full name, street address, city, state, zip code, day and evening telephone numbers (including area codes), date of birth, and the following statement: "I acknowledge that I have read, understand, and agree to the Sweepstakes Official Rules." Incomplete and/or inaccurate entries are void. Sponsor will use the email address you enter with for prize notification purposes. Email entries will not receive a reply or acknowledgement.

c. ENTRY LIMITS: Only one (1) entry is allowed via either the Email Method or Text Method of Entry per Entry Period. Therefore, there can be at maximum seven (7) total entries per person, over the course of the Sweepstakes (i.e., one (1) entry per person, per Entry Period, via the Email Method or Text Method for a maximum of seven (7) entries over the entire Sweepstakes period).

All entries, regardless of method of entry, must be received by Sponsor during the applicable Entry Period for the applicable drawing. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities. Attempts to obtain more than the permitted number of entries, including, without limitation, by using alternate or multiple phone numbers or email addresses, or submitting mass entries or entries generated by a script, macro, or use of automated devices; or otherwise, is prohibited and will result in disqualification.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winners, and the awarding of the prizes), which are final and binding in all respects.

5. DRAWINGS; ODDS; NOTIFICATION. There will be a total of seven (7) separate drawings in the Sweepstakes, each drawing corresponding to the applicable daily Entry Period for such drawing. As described below, on or about August 30, 2023, Sponsor will randomly select the following total potential prize winners, corresponding to the applicable daily Entry Period for such drawing, from among all applicable entries received by Sponsor during the applicable daily Entry Period for such drawing through all methods of entry:

i. <u>First Entry Period</u>: ten (10) potential prize winners will be randomly selected from among all applicable entries received by Sponsor during the first Entry Period through all methods of entry for a total of ten (10) potential prize winners for the first Entry Period;

ii. <u>Second Entry Period</u>: forty-five (45) potential prize winners will be randomly selected from among all applicable entries received by Sponsor during the second Entry Period through all methods of entry for a total of forty-five (45) potential prize winners for the second Entry Period;

iii. <u>Third Entry Period</u>: fifty (50) potential prize winners will be randomly selected from among all applicable entries received by Sponsor during the third Entry Period through all methods of entry for a total of fifty (50) potential prize winners for the third Entry Period;

iv. <u>Fourth Entry Period</u>: fifty (50) potential prize winners will be randomly selected from among all applicable entries received by Sponsor during the fourth Entry Period through all methods of entry for a total of forty-five (45) potential prize winners for the fourth Entry Period;

v. <u>Fifth Entry Period</u>: twenty (20) potential prize winners will be randomly selected from among all applicable entries received by Sponsor during the fifth Entry Period through all methods of entry for a total of twenty (20) potential prize winners for the fifth Entry Period;

vi. <u>Sixth Entry Period</u>: fifty (50) potential prize winners will be randomly selected from among all applicable entries received by Sponsor during the sixth Entry Period through all methods of entry for a total of forty-five (45) potential prize winners for the sixth Entry Period; and

vii. <u>Seventh Entry Period</u>: two (2) potential prize winners will be randomly selected from among all applicable entries received by Sponsor during the seventh Entry Period through all methods of entry for a total of two (2) potential prize winners for the seventh Entry Period.

An aggregate total of two hundred and twenty-seven (227) potential prize winners will be randomly selected for all daily Entry Period drawings. Odds of winning a prize depend on the number of entries received by Sponsor during the applicable daily Entry Period for which the applicable drawing is conducted. A selected entrant must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. A potential winner will, as applicable depending on the method of entry used by an entrant for the applicable drawing, be notified by text to the mobile device number used to enter for such drawing or by email to the email address used to enter for such drawing. A potential winner will be required to execute and return to Sponsor an Affidavit of Eligibility, a Liability Release, and, except where, prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim the potential winner's prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If a potential winner cannot be contacted directly by Sponsor (for which a response to Sponsor is required to be made by a potential winner in response to Sponsor's notification text or email, as applicable) within forty-eight (48) hours of the first attempt to contact him/her, or if a potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if a potential winner is found to be ineligible, or if a potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all non-winning entries received by Sponsor from all methods of entry for the applicable drawing. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule. Sponsor is not responsible for the failure of a potential winner to receive any of Sponsor's notifications or documents for any reason, or for the inability of a potential winner to respond to any of Sponsor's notifications or return any required documents for any reason. The announcement by Sponsor of an entrant as a potential winner (including, without limitation on any Sweepstakes website or other Sponsor promotional collateral) is not confirmation of an entrant as a verified winner, and a potential winner must complete and satisfy all requirements of Sponsor as set forth above or otherwise in these Official Rules in order to be verified and declared an actual winner.

6. PRIZES.

a. GENERALLY. Subject to the terms and conditions of these Official Rules, two hundred and twenty-seven (227) prizes will be awarded in this Sweepstakes as described below, with the corresponding number of prizes as detailed in Section 5 above, awarded for the drawing for each Entry Period. The approximate retail value ("ARV") of all prizes to be awarded in this Sweepstakes is \$30,000, allocated among the drawings as described below.

i. A prize for the first Entry Period drawing consists of and is limited to one (1) five-hundreddollar (\$500.00) cash prize. ARV of a first Entry Period Prize is five hundred dollars (\$500), and the aggregate ARV of all first Entry Period prizes is five-thousand dollars (\$5,000).

ii. A prize for the second Entry Period drawing consists of and is limited to one (1) pair of "KanCan jeans" (jeans are as selected by a winner from the KanCan jeans options and inventory made available to a winner by Sponsor, are subject to availability, and will be fulfilled in a manner determined by Sponsor). ARV of a second Entry Period Prize is seventy-nine and 90/100ths dollars (\$79.90), and the aggregate ARV of all second Entry Period prizes is three thousand five hundred and ninety-five and 50/100ths dollars (\$3,595.50).

iii. A prize for the third Entry Period drawing consists of and is limited to one (1) one-hundreddollar (\$100.00) cash gift card (cash card as selected by Sponsor, and is subject to the terms, conditions, and restrictions thereof). ARV of a third Entry Period Prize is one hundred dollars (\$100.00), and the aggregate ARV of all third Entry Period prizes is four thousand dollars (\$5,000.00).

iv. A prize for the fourth Entry Period drawing consists of and is limited to one (1) pair of "edgely jeans" (jeans are as selected by a winner from the edgely jeans options and inventory made available to a winner by Sponsor, are subject to availability, and will be fulfilled in a manner determined by Sponsor). ARV of a fourth Entry Period Prize is seventy-four and 90/100ths dollars (\$74.90), and the aggregate ARV of all fourth Entry Period prizes is three thousand seven hundred and forty-five dollars (\$3,745.00).

v. A prize for the fifth Entry Period drawing consists of and is limited to one (1) two hundredand fifty-dollar (\$250.00) cash prize. ARV of a fifth Entry Period Prize is two hundred and fifty dollars (\$250.00), and the aggregate ARV of all fifth Entry Period prizes is five thousand dollars (\$5,000.00).

vi. A prize for the sixth Entry Period drawing consists of and is limited to one (1) pair of "m jeans by maurices" (jeans are as selected by a winner from the m jeans by maurices options and inventory made available to a winner by Sponsor, are subject to availability, and will be fulfilled in a manner determined by Sponsor). ARV of a sixth Entry Period Prize is sixty-nine and 90/100ths dollars (\$69.90), and the aggregate ARV of all sixth Entry Period prizes is three thousand four hundred and ninety-five dollars (\$3,495.00).

vii. A prize for the seventh Entry Period drawing consists of and is limited to one (1) two thousand five-hundred-dollar (\$2,500.00) cash prize. ARV of a seventh Entry Period Prize is two thousand five hundred dollars (\$2,500.00), and the aggregate ARV of all seventh Entry Period prizes is five thousand dollars (\$5,000.00).

ALL PRIZES. Prizes are nontransferable, nonassignable, nonnegotiable, and not redeemable for b. cash or credit. A prize must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if a prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of a prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 (or comparable tax form) for the actual retail value of the prize. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. If a winner is a minor in his/her jurisdiction of primary residence, the prize may be awarded to the minor's parent or legal guardian who must assume all responsibilities of the prize winner. Non-compliance with any of the foregoing and any other condition of this Sweepstakes may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded. LIMIT: One (1) prize per person or address (physical or email) in this Sweepstakes.

7. **PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes entrant's, a potential winner's, and winner's consent to Sponsor's (and its designees', successors' and assigns') use of entrant's, potential winner's, and winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online, on websites and in social media), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. Sponsor reserves the right to require entrants, potential winners, and winners to complete, execute, and deliver to Sponsor additional documents at any time as required by Sponsor, in the forms provided and within the timeframe required by Sponsor, or the entrant, potential winner, or winner may be disqualified. Sponsor may modify and amend these Official Rules as they appear online from time to time during the conduct of the Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's

opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among non-suspect entries received up to the time of suspected impairment, which entries may be allocated by Sponsor (as determined by Sponsor) among the relevant daily Entry Period drawing pools described in these Official Rules. Sponsor 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 an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website, application or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. Sponsor reserves the right to cancel this Sweepstakes at any time in its sole discretion and substitute another promotion in its place.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information, or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, mobile, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service (including mobile and telephone services); (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's mobile device or computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Minneapolis, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

12. DATA COLLECTION. Entrants provide personal information to Sponsor and its designees when they enter the Sweepstakes. Sponsor and its designees collect this information and use it to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. Without limiting the foregoing, Sponsor may use an entrant's personal information for purposes of reporting or publicizing entrant as a potential and/or verified winner of this

Sweepstakes, including in any publicly available or reported potential and/or verified winner's list. Sponsor and its designees may also share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see Sponsor's privacy policies located at <u>www.maurices.com</u>.

13. OFFICIAL RULES. These Official Rules are available at <u>www.maurices.com/giveaway</u>, or by sending a self-addressed postage-stamped return envelope to "Rock Your Jeans Sweepstakes – Rules Request" c/o maurices, 425 W Superior Street, Duluth, Minnesota 55802. Vermont residents may omit return postage.

14. WINNERS' LIST. To request a list of the final verified Sweepstakes winners, send a self-addressed postage-stamped return envelope to "Rock Your Jeans Sweepstakes – Winner's List" c/o maurices, 425 W Superior Street, Duluth, Minnesota 55802. All Requests must be received by October 15, 2023.

15. SPONSOR. The sponsor of the Sweepstakes is Maurices Incorporated, and the address at which Sponsor may be contacted is 425 W Superior Street, Duluth, Minnesota 55802.

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