

## 2023 NRF RETAIL'S BIG SHOW | GRAND PRIZE GIVEAWAY DRAWING | OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the United States. Subject to all federal, state, and local laws, regulations and ordinances. The 2023 NRF RETAIL'S BIG SHOW Grand Prize Drawing (the "Drawing") begins on 1/15/23 at 10:00a.m. Eastern Time ("ET") and ends on 1/17/23 at 5:00p.m. ET (the "Drawing Period"). Sponsor's computer is the official timekeeping device for this Drawing.

BY PARTICIPATING IN THIS DRAWING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR, A CLASS ACTION AND JURY TRIAL WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

PLEASE NOTE: It is the participant's sole responsibility to review and understand his or her employer's policies regarding eligibility to participate in trade promotions, such as this Drawing. If participation in this Drawing is in violation of employer policies, the participant may be disqualified from entering or receiving prizes. Sponsor disclaims any and all liability or responsibility for disputes arising between an employee and his or her employer related to this matter, and prizes will only be awarded in compliance with the employer's policies. Government employees are not eligible to enter. THIS IS A TRADE PROMOTION AND IS NOT OPEN TO THE GENERAL PUBLIC; YOU MUST HAVE BEEN INVITED, BY NRF, TO ATTEND OR BE ELIGIBLE, AS DETERMINED BY NRF, TO ATTEND THE NRF 2023 RETAIL'S BIG SHOW EXPO AS A REGISTERED RETAIL ATEENDEE.

1. SPONSOR: The Sponsor for this Drawing is National Retail Federation (NRF) ("Sponsor"), 1101 New York Avenue, N.W., Suite 1200, Washington, D.C. 20005.

- 2. ELIGIBILITY: The Drawing is open only to legal U.S. residents who (a) are 21 years of age or older at the time of entry; and (b) have been invited to attend or are otherwise eligible to attend as registered retail attendees of the NRF 2023 RETAIL'S BIG SHOW expo ("Expo") in New York, NY, which will be offered this year between from January 15, 2023 through January 17, 2023 (each, an "Entrant"). Employees, officers, directors and agents of Sponsor, any other Sponsor involved in the presentation, administration or fulfillment of the Drawing, and/or their respective subsidiaries, affiliated companies and divisions (collectively, the "Drawing Entities"), and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Drawing.
- 3. HOW TO ENTER: During the Drawing Period, Entrants must attend the visit each of the 10 (PER PRIZE) participating exhibitor's booths throughout the Expo (listed on website, mobile app and quick guide). Upon visiting each booth, Entrants must have the QR code in the mobile application ("App") (access to the App is free of charge) scanned by the participating exhibitors. Once the QR code in an Entrant's App has been scanned by all 10 participating exhibitors (perprize), that Entrant will be automatically entered with one (1) entry into the Drawing.

Please note: By entering in this Drawing, you signify and agree that your entry submitted in connection with this Drawing may be posted on Sponsor's website and/or other social media sites or applications associated with the Drawing in a manner that is consistent with these Official Rules.

LIMIT ONE (1) ENTRY PER PERSON. ADDITIONAL ENTRIES IN EXCESS OF THE LIMIT MAY BE DISQUALIFIED. Automated and/or third-party entries are prohibited and will be disqualified. Entries must be submitted by entrant. Multiple Entrants are not permitted to share the same App. No copies, facsimiles, or mechanical reproductions of the Entry Form will be accepted. Any

attempt by any Entrant to obtain more than the permitted number of entries by using multiple and/or different Expo apps, identities, forms, registrations, addresses or any other method will void all of that Entrant's entries, and that Entrant may be disqualified at Sponsor's discretion. Multiple Entrants are not permitted to share the same email address or registration information.

Incomplete, illegible, corrupted or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected or illegible entries; lost, interrupted or unavailable network, server or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of attending the Expo and/or visiting an exhibitor booth will not be deemed to be proof of entry receipt by Sponsor. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to register for attendance of the Expo, or of the email address used to create the applicable social media account used to register for attendance of the Expo, will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working or inactive email address will be disqualified and ineligible to win. Upon submission of entry in this Drawing, you agree that Sponsor may contact you via email, telephone, and/or social media, including on Facebook, Instagram or Twitter by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

4. SELECTION OF WINNERS: On or about January 17, Sponsor will select the name of four (4) potential winners of prizes in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. The potential winners will be notified on or about January 17 by email.

For all prizes, except where legally prohibited, each potential prize winner may be asked to sign and return, within seven (7) days of being notified, a Declaration of Eligibility, Liability & Publicity Release ("Declaration") in order to claim their prize. If a potential winner cannot be contacted via email after the first attempt to contact them, or if they fail to sign and return the Declaration of Eligibility, Liability & Publicity Release or any other documentation that Sponsor may require within the required time period (if applicable), if potential winner is unavailable to claim their prize within any time period specified by Sponsor, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if they fail to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award any or all of the prize(s).

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE DRAWING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. PRIZES: There will be four (4) prizes awarded. Each willer will win one (1) of the following prizes: (a) (a) Glam: \$5,000 Nordstrom gift card; (b) Fun: \$5,000 Disney gift card; (c) Fit: \$5,000 money gift card; (d) Fab: \$5,000 airline gift card. Approximate Retail Value ("ARV") of each Prize: \$5,000. Total ARV of all prizes to be awarded: \$20,000. Limit one (1) prize per person.

PRIZE RESTRICTIONS: Any and all applicable federal, state and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. It is each winner's responsibility to include the prize value as taxable income on his or her annual tax return and to pay all applicable taxes. Prize cannot be substituted, assigned, transferred or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at their discretion. Sponsor will not replace any lost or stolen prizes. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Drawing. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Sponsor is not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances or those outside of their control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the prize will not be delivered and no additional compensation will be provided.

6. GENERAL CONDITIONS: Drawing participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Drawing. In the event there is a

discrepancy or inconsistency between disclosures or other statements (in any and/or all media) contained in any Drawing materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION ASSOCIATED WITH THIS DRAWING OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or to undermine the entry process, any website associated with the Drawing, and/or the legitimate operation of the

Drawing; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Drawing; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Drawing; (4) technical or human error that may occur in the administration of the Drawing or the processing of entries; or (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Drawing or receipt or use or misuse of any prize. Sponsor reserves the right to cancel, suspend and/or modify the Drawing, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Drawing, as determined by Sponsor. If, for any reason, the Drawing cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Drawing and modify the Drawing to address the impairment, then resume the Drawing in a manner that best conforms to the spirit of these Official Rules; and/or (b) terminate the Drawing and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. LIMITATION OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS DRAWING, ENTRANT AGREES THAT DRAWING ENTITIES, AND THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, AND WEBSITE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS DRAWING OR IN ANY DRAWING-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS DRAWING CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, PANDEMICS, EPIDEMICS, WIDESPREAD ILLNESS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS DRAWING, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS DRAWING OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

8. PUBLICITY AND INTELLECTUAL PROPERTY RELEASE: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE DRAWING CONSTITUTES WINNER'S PERMISSION AND GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ITS DESIGNEES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE

WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE), PRIZE INFORMATION, QUOTES ATTRIBUTABLE TO WINNER, AND ANY OTHER ELEMENTS OF ENTRANT'S PERSONA FOR ADVERTISING, TRADE AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION OR NOTIFICATION, INCLUDING IN A LIST TO BE USED BY SPONSOR AND ITS DESIGNEES AND ITS PARTNERS TO RE-TARGET ENTRANTS VIA EMAIL OR ANY SPONSOR APP, UNLESS PROHIBITED BY LAW.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS DRAWING, INCLUDING EACH WEBSITE ASSOCIATED WITH THIS DRAWING AND ALL PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 9. DISPUTES. THE WASHINGTON, D.C. COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE DISTRICT OF COLUMBIA (AS DISTINGUISHED FROM THE CHOICE OF LAW RULES) SHALL GOVERN THE SWEEPSTAKES. BY PARTICIPATING, ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Except where prohibited, as a condition of participating in this Sweepstakes, each Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, the Sweepstakes prizes awarded, or the determination of a prize winner shall be resolved individually, without resort to any form of class action. Entrant further agrees that 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 shall the Released Parties be liable for attorneys' fees and in no event more than USD\$100.00. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages, and Entrant further waives all rights to have damages multiplied or increased.
- 10. SEVERABILITY: If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.
- 11. PRIVACY: Information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at https://nrf.com/privacy-policy.
- 12. OFFICIAL RULES AND WINNERS LIST: For a copy of the Official Rules or for a list of winners available after winners have been confirmed but no later than 6 months after the end of the Drawing Period, send a self-addressed, stamped envelope to: NRF 1101 New York Avenue, N.W., Suite 1200, Washington D.C. 20005. Vermont residents may exclude return postage on requests for Official Rules.
- 13. Questions or Comments: For all questions and comments, call NRF at 202-626-8154. ©2022 National Retail Federation. All rights reserved.