

## **DSW VIP APPRECIATION GIFT CARD SWEEPSTAKES OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. BY PARTICIPATING IN THE DSW VIP APPRECIATION GIFT CARD SWEEPSTAKES, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES. SWEEPSTAKES IS OPEN TO DSW VIP MEMBERS ONLY, SIGN UP TODAY AT DSW.COM OR AT ANY U.S. DSW STORE!

*Sponsored by DSW Shoe Warehouse, Inc. (“Sponsor”)*

The DSW VIP Appreciation Gift Card Sweepstakes (the “Sweepstakes”) encourages DSW VIP Members to enter for a chance to win one (1) of thirty (30) One-Thousand Dollar (\$1,000) DSW gift cards (the “Prize”).

### **1) ELIGIBILITY:**

Persons entering the Sweepstakes (“Entrants”) must be eighteen (18) years of age or older at the time of entry. The Sweepstakes is open to any United States citizen that is a resident of the United States (and its territories), who is a DSW VIP Member at the time of Entry through the time a Prize is claimed by the Entrant, who has a valid United States email address associated with their DSW VIP Member account, who is opted-in to receive promotional email messages from DSW at the time of Entry through the time a Prize is claimed by the Entrant, and who enters the Sweepstakes through a method of entry described in Section 3 below. All other Entrants will be disqualified. Employees, officers and directors of Sponsor and its affiliated companies, subsidiaries, advertising and promotion agencies, and their immediate families and/or household members are not eligible to participate. Only one (1) entry per Entrant and only one (1) Entrant per household is eligible to participate.

### **2) ENTRY PERIOD:**

The Sweepstakes begins on September 1, 2021 at 12:00 AM (EST) and ends on September 6, 2021 at 11:59 PM (EST) (the “Entry Period”).

### **3) HOW TO ENTER:**

There are two (2) methods of entry. Regardless of the method of entry, Entrants are limited to one (1) entry for the Sweepstakes during the entire Entry Period.

**In-Store:** During the Entry Period, Entrants may enter for a chance to win without making a purchase by: (1) notifying a DSW store associate at the checkout area that Entrant would like to be entered into the Sweepstakes; (2) providing a DSW store associate with Entrant’s existing DSW VIP Member account information at the checkout area; and (3) completing Entrant’s entry with the DSW store associate at the checkout area.

**Via Email:** During the Entry Period, Entrants may enter for a chance to win without making a purchase and without going in the store by completing and submitting an email entry in response to instructions in a Sweepstakes-specific email from Sponsor during the Entry Period.

### **4) SELECTION OF WINNERS:**

On or about September 23, 2021, Sponsor or its designee will randomly select thirty (30) winners (“Winners”) from all valid Entries received. All potential Winners will be notified by Sponsor via email to the email address associated with the potential Winner’s DSW VIP Member account with additional instructions on how to claim the Prize. Prizes will be awarded upon verification by Sponsor that all Sweepstakes requirements have been met by the potential Winners. Each Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of Prizes will be allowed, unless, at the discretion of the Sponsor, a substitute Prize of comparable value is awarded because the advertised Prize is unavailable. Each potential Winner will have forty-eight (48) hours from the time Sponsor sends the notification email to accept and complete the official Winner notification email requests confirming acceptance of the Prize.

If a potential Winner does not claim the Prize by responding to the notification email within forty-eight (48) hours or if a potential Winner is deemed ineligible for any reason in Sponsor's sole discretion, Sponsor reserves the right to terminate the Prize or choose to award the Prize to an alternate Winner by randomly selecting the alternate Winner from among all remaining eligible Entrants. Alternate Winners are subject to all requirements set forth in these Official Rules. Sponsor shall have no responsibility or obligation to any Winner who is unable or unavailable to accept or utilize the Prize. Odds of winning will be determined by the total number of entries and the total number of entries is capped at one (1) entry per Entrant.

**Awarding of a Prize is contingent upon fulfilling all requirements set forth herein.**

5) PRIZES: After verification of eligibility, each Winner will be awarded one (1) One-Thousand Dollar (\$1,000) DSW gift card, which can be used in store or online and on any product of Winner's choice. Sponsor will deliver the Prize directly to each Winner electronically via email to the email address associated with the Winner's DSW VIP Member account approximately seventy-two (72) hours after each Winner is confirmed to meet all eligibility requirements. The approximate retail value (ARV) for the Prize is One-Thousand Dollars (\$1,000). The Prize is non-negotiable and non-transferable, unless, at the discretion of the Sponsor, a substitute Prize of comparable or greater value is awarded because the advertised Prize is unavailable. All fees, federal, state, and local taxes, and other expenses related to the use, acceptance, and possession of the Prize, Winners may only win one (1) Prize.

***Gift card terms and conditions are on the back of the card.***

6) GENERAL: Entrant agrees to abide by and be bound by these Official Rules. Only Entrants that fulfill the requirements in these Official Rules are eligible to win the Sweepstakes. Decisions of Sponsor are final and binding in all matters related to these Official Rules and the Selection of Winners (as described in Section 4). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Any Entrant suspected of tampering with or disrupting any aspect of the Sweepstakes will be disqualified. By your participating in the Sweepstakes, Entrant (i) agrees to be bound by these Official Rules and Sponsor's decisions, and (ii) agrees to release, indemnify, and hold Sponsor and Sponsor's officers, directors, employees and agents (collectively, the "Released Parties") harmless from any and all claims, liabilities, losses, and damages of any kind arising in whole or in part, directly or indirectly, from Entrant's participation in the Sweepstakes and acceptance, possession, use, or misuse of any Prize.

**By entering the Sweepstakes, you understand that you are providing your personal information to Sponsor. All personal information submitted to Sponsor is subject to the terms and conditions of Sponsor's privacy policy, which can be found at <https://www.dsw.com/en/us/legal/privacy-policy>.**

If you do not comply with these Official Rules, Sponsor reserves the right to deem your Entry ineligible. Sponsor reserves the right at its sole discretion to disqualify any Entrant who engages in harassment or bullying. If for any reason, the Sweepstakes is not operating as intended, as a result of infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor may award the Prize to the most qualified entries from among the eligible entries received up to the time of the impairment.

Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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. In the event of a dispute as to the identity of any Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. Winners may be required to show proof of being the authorized account holder.

**7) PUBLICITY:**

Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**8) LIMITATIONS OF LIABILITY:**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE INABILITY TO PARTICIPATE IN THE SWEEPSTAKES; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (iv) ANY OTHER MATTER RELATING TO THE OPERATION OF THE SWEEPSTAKES. Some jurisdictions may not permit limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check your local laws to determine if any of the above limitations or exclusions may not apply to you.

The Released Parties 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; (5) late, lost, undeliverable, damaged or stolen entries or email; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any Prizes.

**9) DISPUTES:**

Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a federal or state court in Franklin County, Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant or Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio.

**10) WINNERS' LIST:**

For a list of winners, please send an email to [DSWSocial@dsw.com](mailto:DSWSocial@dsw.com) to request the list on or between September 30, 2021 and October 28, 2021.