

DESTINATION XL® "MVP COLLECTIONS GIVEAWAY-A-DAY" SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

1. ELIGIBILITY: *The Destination XL® "MVP Collections Giveaway-A-Day" Sweepstakes* is open only to individuals who are legal residents of the 48 contiguous United States (including the District of Columbia), who are at least eighteen years of age (or age of majority in jurisdiction of residence, whichever is greater) as of the date of entry ("**Eligible Participants**"). **INTERNET ACCESS AND A VALID EMAIL ACCOUNT IS REQUIRED IN ORDER TO BE ELIGIBLE TO ENTER THE SWEEPSTAKES.** Employees, officers, directors, shareholders, agents and representatives of Casual Male Retail Store, LLC and Casual Male Store, LLC (hereinafter "**DXL**" or "**Sponsor**"), Wyng, and their respective advertising or promotion agencies, those involved in the production, development, implementation or handling of the Sweepstakes, any agents acting for, or on behalf of the foregoing persons or entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, suppliers, vendors, licensors and any other person or entity associated with the Sweepstakes and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee (collectively "**Sweepstakes Entities**"), are not eligible to enter or win. The Sweepstakes is subject to all applicable U.S. federal, state and local laws and regulations. Void where prohibited by law.

2. ENTRY PERIOD: The Sweepstakes begins on Friday, October 4, 2019, at 12:00 P.M. EST and ends Thursday, October 10, 2019 at 11:59:59 P.M. EST (the "**Entry Period**").

3. HOW TO ENTER:

During the Entry Period, anyone may enter the Sweepstakes by visiting https://destinationxl.wyng.com/MVP_Collections_Giveaway-A-Day (the "**Website**") and following the on-screen entry instructions. **PARTICIPANTS MUST HAVE A VALID EMAIL ACCOUNT IN ORDER TO BE ELIGIBLE TO ENTER.** Each Eligible Participant will be required to fill out an online entry form (which will require the Eligible Participant to submit his or her email address, phone number, mailing address and such other information as Sponsor may require). Eligible Participants may "Share" on any social media or via email, but Sharing and/or sending via email is not required for entry and will not increase Eligible Participants chances of winning a prize. Each Eligible Participant who fully completes the online entry form for the Sweepstakes on the Website will receive one (1) sweepstakes entry for everyday that they enter. All entries must be completed and received by Sponsor prior to the conclusion of the Entry Period. Entry times will be determined using Sponsor's computer. Normal time rates and data charges, if any, charged by the Eligible Participant's Internet or mobile service provider will apply, and are not be reimbursed by Sponsor.

Entries must be received during the Entry Period in order to be entered in the Sweepstakes. Entries that are generated by script, macro or other automated means and entries by any means which subvert the entry process will be void. Entries become the property of the Sponsor and will not be acknowledged or returned. Incomplete entries or entries not compliant with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. If a dispute results as to the identity of any Eligible Participant in a Sweepstakes, it will be determined that the entry was submitted by the "authorized account holder" of the email account from which the entry is made. Potential winners may be required to show proof of being the authorized account holders. Entry must be in keeping with the Sponsor's image, and may not be offensive as determined by Sponsor, in its sole discretion. Sweepstakes Entities are not responsible for late, lost, delayed, stolen, undelivered, incomplete, incorrect, garbled, damaged, or misdirected entries. Sponsor's decisions are final on all matters relating to a Sweepstakes. **Sponsor reserves all rights, including the right to edit, publish, use, adapt, modify, or dispose of any entry, proper names, likenesses, and photographs for advertising and promotional purposes, in perpetuity, worldwide, in any and all media now known or hereinafter developed, without additional compensation, except where prohibited by law. ALL ELIGIBLE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRIES SUBMITTED IN CONNECTION WITH A SWEEPSTAKES ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY SPONSOR, ITS AGENTS, AFFILIATES, AND DESIGNEES, FOR ANY AND ALL ADVERTISING, MARKETING, AND**

PROMOTIONAL PURPOSES INCLUDING (BUT NOT LIMITED TO) IN CONNECTION WITH A SWEEPSTAKES, IN PERPETUITY, WORLDWIDE, IN ANY MEDIA NOW KNOWN OR HEREINAFTER DEVELOPED, WITHOUT COMPENSATION, EXCEPT WHERE PROHIBITED BY LAW.

4. ENTRY LIMIT: Limit one (1) entry per person, per day, and per email address during the Entry Period. If a Participant completes or attempts to complete more than one (1) entry per day during the Entry Period, only the first entry will be accepted and all additional entries will be disqualified. Multiple participants are not permitted to share the same email address, and any attempt to obtain more than one (1) entry using multiple/different email addresses, identities, registrations or logins, or any other methods may void your entry and you may be disqualified from the Sweepstakes. Entries that are generated by script, macro or other automated means and entries by any means which subvert the entry process will be void. Participants are limited to two (2) wins through the duration of the Sweepstakes.

5. DRAWING: A total of seven (7) prizes will be awarded over the course of the Sweepstakes. On or about 6:00 P.M. EST on the day following each daily drawing, Sponsor will select one (1) potential winner in a random drawing from all eligible entries received for that drawing. Sponsor's decision is final on matters relating to this Sweepstakes.

6. ODDS OF WINNING: The odds of winning depend on the total number of eligible entries received each day during the Entry Period.

7. DETERMINATION OF WINNERS: ENTRIES WILL NOT BE JUDGED. Sponsor will attempt to notify potential winners by posting on the Website and /or one or more social media platforms (e.g. Facebook, Instagram), U.S. postal mail and/or email, at Sponsor's sole discretion, within three (3) days of its decision. Potential winners may be required to verify their mailing or email address and/or properly execute an IRS W-9 Form, publicity release (except where prohibited) and a liability release, and return these documents within seven (7) days following the date of notification. If a potential winner: (i) cannot be reached or does not respond to the notification within the time period specified; (ii) fails to properly execute and return the documents, if required, within the time period specified; (iii) is ineligible; (iv) fails to claim the prize within thirty (30) days of the applicable Sweepstakes; or (v) otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize may be (i) awarded to an alternative potential winner, who will be chosen from among the remaining eligible entries by Sponsor based on the same criteria set forth above, or (ii) carried over to a subsequent Sweepstakes, if any. If the potential winner is a minor, his/her parent or legal guardian shall be required to execute documents on the potential winner's behalf. Upon prize forfeiture, no compensation will be given.

BY ACCEPTING A PRIZE, THE WINNER CONSENTS TO THE USE OF HIS OR HER NAME, IMAGE, LIKENESS, PHOTOGRAPH, VOICE, AND BIOGRAPHICAL MATERIAL FOR ANY AND ALL ADVERTISING, PUBLICITY AND PROMOTIONAL PURPOSES BY SPONSOR, ITS AGENTS, AFFILIATES AND DESIGNEES, INCLUDING BUT NOT LIMITED TO THE POSTING OF WINNER'S NAME OR OTHER ONLINE ANNOUNCEMENTS, IN PERPETUITY, WORLDWIDE, IN ANY MEDIA NOW KNOWN OR HEREINAFTER DEVELOPED, WITHOUT ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED BY LAW.

8. PRIZE: Each winner will be awarded one (1) of seven (7) non-cash prizes described below.

1. October 4, 2019

\$89.00 MVP Collections Tie Dye Pullover Hoodie

Number of winners: 1

2. October 5, 2019

\$79.00 MVP Collections Python Print Polo Shirt

Number of winners: 1

3. October 6, 2019

\$69.00 MVP Collections Sequin Skull Graphic Tee

Number of winners: 1

4. October 7, 2019

\$89.00 MVP Collections Stripe Bomber Jacket and \$79.00 MVP Collections Side Stripe Track Pants

Number of winners: 1

5. October 8, 2019

\$188.00 MVP Collections Moto Jeans (Dark Indigo Wash)

Number of winners: 1

6. October 9, 2019

\$208.00 MVP Collections Plaid Bomber

Number of winners: 1

7. October 10, 2019

\$69.00 MVP Collections Foil Skull High-Low Graphic Tee

Number of winners: 1

The approximate total value of all prizes awarded is \$791.00. All prize values will be stated in U.S. Dollars. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute the prize (or portion thereof) with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Winners are solely responsible for any and all taxes, fees and any other costs and expenses associated with acceptance or use of the prize. Prize may not be transferred except at the Sponsor's sole discretion. If prize winner is at least 18 years of age but still considered a minor in his/her state or place of residence, prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein. Allow 4-6 weeks for delivery of prize. Prizes cannot be returned or exchanged for cash or merchandise credit at any of the Sponsor's retail stores. DXL Gift Cards are subject to the terms, conditions, and policies of the issuer. Lost, stolen or damaged gift cards will not be replaced or exchanged. Winners may be issued a IRS 1099 tax form for the actual value of the prize. A person who has won may not be eligible to win again for a period of three (3) months from the closing date of their winning Sweepstakes Entry Period.

9. RELEASE AND LIMITATION OF LIABILITY. By participating in a Sweepstakes, Eligible Participants agree unconditionally to release and hold harmless the Sweepstakes Entities from and against any claim, liability or cause of action arising out of the Sweepstakes, including, without limitation: (a) the selection of the winner; (b) delivery, receipt or use of any prize; (c) participation in the Sweepstakes; (d) unauthorized human intervention in the Sweepstakes; (e) technical errors related to computers, servers, providers, or telephone or network lines or connectivity; (f) lost, late, incomplete, misdirected, or undeliverable entries; (g) errors in the administration of the Sweepstakes or the processing of entries; or (h) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Eligible Participant's participation in the Sweepstakes or receipt or use of any prize. By accepting a prize, the winner agrees to release and hold harmless the Sweepstakes Entities (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt, use, or misuse of any prize.

10. CONDITIONS OF PARTICIPATION: BY ENTERING, PARTICIPANTYS AGREE TO BE BOUND BY THESE OFFICIAL RULES INCLUDING ALL ELIGIBILITY REQUIREMENTS AND THE DECISION OF THE SPONSOR, WHICH ARE FINAL AND BINDING, AND agree to be bound by these Official Rules including all eligibility requirements and the decisions of the Sponsor, which are final and binding, and **CONSENTS TO THE USE OF HIS/HER NAME, IMAGE, LIKENESS, PHOTOGRAPH, VOICE, AND BIOGRAPHICAL MATERIAL FOR ANY AND ALL ADVERTISING, PUBLICITY AND PROMOTIONAL PURPOSES BY SPONSOR, ITS AGENTS, AFFILIATES AND DESIGNEES, INCLUDING BUT NOT LIMITED TO THE POSTING OF WINNER'S NAME OR OTHER ONLINE ANNOUNCEMENTS, IN PERPETUITY, WORLDWIDE, IN ANY MEDIA NOW KNOWN OR HEREINAFTER DEVELOPED, WITHOUT ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED BY LAW.** Participants agree that the Sweepstakes Entities have not made nor are in any manner responsible or liable

for any warranty, representation, or guarantee, statutory, express or implied (including, but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Sweepstakes or any prize awarded. Eligible Participant further agrees that in no event shall the Sweepstakes Entities be liable for punitive, consequential, incidental, special or indirect damages.

11. GENERAL: If the operation, security, or administration of a Sweepstakes is impaired in any way for any reason, including, but not limited to, fraud, computer virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend 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 prize at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right, in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules. **Any attempt by any person to undermine the legitimate operation of a Sweepstakes may be a violation of criminal and/or civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.** The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Electronic entries will be deemed made by the authorized account holder of the email address submitted at time of entry. The authorized account holder is deemed to be the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. In case of a dispute as to the owner of an entry, the entry will be deemed to have been submitted by the authorized account holder of the screen name from which the entry is made. Eligible Participant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between participant and Sponsor. In no way is participant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

12. USE OF INFORMATION. By entering a Sweepstakes, each Eligible Participant agrees that personal information submitted in connection with the Sweepstakes will be subject to Sponsor's Privacy Statement, as may be amended or supplemented by Sponsor from time to time, available at <http://www.dxl.com/mens-big-and-tall-store/static/privacypolicy> (the "Privacy Statement") and may be used as permitted pursuant to the Privacy Statement, and may also be used as determined by Sponsor in connection with the administration of the Sweepstakes (including winner notification and provision of winner name(s) when requested), and for purposes of providing products, services and information (e.g., marketing messages, advertisements) to the Eligible Participant.

13. DISPUTES: Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Eligible Participant or Sponsor in connection with a Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any conflict of law principles (whether of the Commonwealth of Massachusetts, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

14. SWEEPSTAKES AND DRAWING RESULTS: Following the Entry Period of a Sweepstakes, the names of the winners may be obtained by sending a stamped, self-addressed, envelope to: c/o Destination XL Customer Service, *MVP Collections Giveaway Winner List*, 555 Turnpike Street, Canton, MA 02021. All requests must be received no later than thirty (30) days following the Entry Period of the Sweepstakes.

15. SPONSOR: The Sweepstakes is sponsored by Casual Male Retail Store, LLC and Casual Male Store, LLC, having a common address at 555 Turnpike Street, Canton, MA 02021.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. This Sweepstakes is in no way sponsored by Mo Vaughn or MVP Collections. Any third party trademarks mentioned herein are the property of their respective trademark owners. The use of such third party trademarks in these Official Rules or in a Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes should be sent to the

Sponsor via email to: help@destinationxl.com or at the postal address of the Sponsor and not to Facebook or Instagram.

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