

**“LUCKY BRAND x LESS NOISE MORE MUSIC”
SWEEPSTAKES
U.S. OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR TO WIN.
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

Lucky OpCo LLC (“**Sponsor**”) is pleased to introduce the “Lucky Brand x Less Noise More Music” Sweepstakes (“**Sweepstakes**”). The Sweepstakes begins on Monday, May 10, 2021 at 1:00 p.m. Pacific Time (PT) and ends on Saturday May 22, 2021 at 11:59 p.m. Pacific Time (PT) (the “**Sweepstakes Period**”). Entries received prior to or following the Sweepstakes Period will not qualify. The Sponsor’s computer is the official time-keeping device for the Sweepstakes. At the end of the Sweepstakes Period, one (1) winner will be selected by random drawing from among all eligible entries received (the “**Winner**”).

1. **ELIGIBILITY:** The Sweepstakes is open only to individuals who are at least eighteen (18) years of age at the time of entry, who are legal residents of the fifty (50) United States or the District of Columbia and who satisfy all other requirements contained herein (“**Entrant**”). Sponsor’s employees and agents, and other persons professionally associated with the Sweepstakes, including each of their immediate family and household members, are not eligible. This Sweepstakes is subject to applicable federal, state, and local laws and regulations. **VOID IN PUERTO RICO, OTHER UNITED STATES TERRITORIES, AND WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATIONS.** Winning the Prize is contingent upon fulfilling all requirements contained in these Official Rules.
2. **HOW TO ENTER:** By participating in this Sweepstakes, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the Sponsor’s decision, which shall be final and legally binding in all matters related to the Sweepstakes.

Instagram Method of Entry.

Use your Instagram account to access Lucky Brand’s Instagram page, visit <https://www.instagram.com/luckybrand/> during the Sweepstakes Period.

- i. Like the “@luckybrand” Instagram Sweepstakes post;
- ii. Post a comment tagging (1) friend and include the hashtag #Sweepstakes; and
- iii. Follow Lucky Brand (@luckybrand).

Upon completion of the required actions above in (i) and (ii) and (iii), eligible entrants will receive one (1) entry into the Sweepstakes per comment. Entrants may submit an unlimited number of entries during the Sweepstakes Period. If Entrant does not have an Instagram account, one may be opened by downloading the Instagram application for iPhone/iPad from the App Store, Android from Google Play or Windows Phone from the Windows Phone Store. By entering this Sweepstakes and using the Instagram application, entrant agrees to abide by Instagram’s Terms of Use and Privacy Policy.

Alternative Method of Entry.

To enter via an alternative method, visit Luckybrand.com/lessnoisemoremusic and enter via the submission form there. Enter full name, e-mail, phone number, and date of birth. These entries must be received during the Sweepstakes Period. The person whose information is set forth in an entry submitted in accordance with this subsection will be deemed the Entrant and will receive one (1) entry into the Sweepstakes, subject to the eligibility restrictions provided herein. Limit one (1) entry per submission received. Entrants may submit an unlimited number of entries during the Sweepstakes Period. In the event of any dispute as to the identity of an entrant, the authorized account holder of the e-mail address used to submit the entry will be deemed the entrant.

NOTE: Entry must be made by the Entrant only. Use of any automated system to participate is prohibited and will result in disqualification. Entries made by any other individual or any entity, including but not limited to commercial

sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in their sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause. Multiple entrants are not permitted to share the same email address.

Use of Data.

Information collected from Entrant is subject to Sponsor's privacy policy please review it at <http://www.luckybrand.com/privacy-policy/privacy-policy.html>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection, retention, and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. You may at any time revoke your permission to use such information by providing written notice to Sponsor as detailed in the Sponsor's privacy policy.

3. PRIZES/ODDS & APPROXIMATE RETAIL VALUE:

One (1) confirmed Winner will receive one (1) grand prize (the "**Prize**"). The Prize includes the following:

- Custom Lucky Brand Fender Telecaster (\$800)
- \$500 worth of Lucky Brand product
- \$2,500 Visa Gift Card
- Artists signed Lucky Brand Concert Tee in size Large (\$200)

The maximum Approximate Retail Value (the "**ARV**") of the Prize package is \$4,000. The ARV represents Sponsor's good-faith determination of the approximate retail value of the prize in U.S. dollars, and may differ from the actual fair market value. If the ARV of a prize exceeds the actual fair market value of the prize, the difference will not be awarded to Winner in cash or otherwise.

Gift cards, certificates, credits, or coupons (the "**Gift Card**") values are less any applicable activation, transaction, or maintenance fees and subject to the terms, conditions, and restrictions disclosed on the Gift Card. Sponsor is not responsible for, and will not replace any lost, stolen, destroyed, or expired Gift Cards, or Gift Cards used without Winner's permission. If guest(s) cannot attend, the Winners are not entitled to the difference between the value of the Prizes and the actual cost of the ticket. No transfer, substitution, or cash equivalent for the Prizes permitted, except by Sponsor at its sole discretion. If necessary due to unavailability of the Prizes, a prize of equal or greater value will be awarded at the discretion of the Sponsor. Odds of winning the Prize depend on the total number of eligible entries received during the Sweepstakes Period.

4. WINNER SELECTION AND NOTIFICATION:

A. Selection. One (1) Prize winner will be selected through a random drawing, using a computer-generated randomizer, of all eligible entries received throughout the Sweepstakes Period which will be conducted on or about **May 24, 2021**. The potential Prize winner will be notified within two (2) business days of the drawing date. If there is a dispute regarding the identity of the winner, the registered account holder of the Instagram account used to submit the winning entry will be deemed the Winner, subject to such owner's compliance with the Official Rules. Sponsor reserves the right to deliver Prize(s) to the mailing address supplied by the Winner, if applicable, at the time of entry. The potential Prize winner will be notified by direct message on Instagram, based on the Entrant's information supplied upon registering in the Sweepstakes.

B. Notification. Sponsor will contact potential Prize winner by direct message on Instagram. Sponsor is not liable for a potential Prize winner's failure or inability to receive communications sent by Sponsor to the contact information provided. To receive the Prize, the potential prize winner must: (a) respond to Sponsor within two (2) days of initial contact to confirm eligibility; and (b) sign and return an affidavit or declaration of eligibility, IRS Form W-9 (if

requested), and liability and publicity release (together, "**Winner Paperwork**") to Sponsor within five (5) business days of Sponsor's delivery. If, despite reasonable efforts, any potential Prize winner does not respond within two (2) business days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential Prize winner, such potential Prize winner will forfeit the Prize and an alternate winner will be selected (time permitting).

A potential prize winner may be disqualified for: failure to timely respond to Sponsor's notification, failure to timely complete and return the Winner Paperwork, failure to meet the Eligibility Requirements at the time of entry, failure to comply with the Official Rules, and/or failure to comply with applicable laws and regulations, each as determined in Sponsor's sole discretion. All winner privileges shall immediately terminate upon disqualification. If any potential Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the Prize, or any part thereof, for any reason prior to award, such potential Prize winner will be disqualified and an alternate winner will be selected (time permitting).

5. GENERAL PRIZE RESTRICTIONS/CONDITIONS:

Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the Winner and his/her guest. **The Winner shall be solely responsible for fees and all expenses (including without limitation, surcharges, travel expenses, accommodations, in-room charges, gratuities, upgrades, amenities, insurance, telephone calls, meals, ground transportation, beverages, personal expenses, and incidental charges) related to acceptance and uses of the Prize not specifically stated herein.**

The Winner may receive from an IRS form 1099-MISC at the end of the calendar year, a copy of which form will also be filed with the Internal Revenue Service. Sponsor makes no warranties, and disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

6. PUBLICITY RELEASE AND USE OF PERSONAL INFORMATION: Except where prohibited or restricted by law, by participating in this Sweepstakes and/or accepting the Prize, entrant grants to Sponsor and Sponsor's designees the right to use and/or publish use Winner's name, address, biographical information, likeness, and testimonial for advertising or publicity purposes regarding the Sweepstakes, on a worldwide basis and in all forms of media known or unknown, without further compensation.

In addition, by entering, Entrants further agree to Sponsor's use of Entrants' personal information in accordance with its online privacy policies. Entrants acknowledge that Sponsor can use their information, including, without limitation, their e-mail address, for general solicitations, marketing, or other business or promotional activities in connection with the services and products provided by the Sponsor. Entrants may at any time revoke the use of such information by providing written notice to Sponsor. Please refer to Sponsor's privacy policy for important information regarding the collection, opt-out, use, and disclosure of personal information.

7. GENERAL CONDITIONS OF PARTICIPATION AND RELEASE:

A. Transmission of Information. By entering this Sweepstakes, each Entrant agrees to be bound by all terms of these Official Rules and to release, hold harmless, covenant not to sue, and forever discharge the Sponsor, Promotional Parties, Instagram, Internet service provider(s) and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "**Released Parties**") from, against, and as to any and all third-party claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action of any kind that in any way now or hereinafter may arise from or relate to the Sweepstakes including without limitation, in connection with (i) the administration of the Sweepstakes, including without limitation typographical, printing, seeding, human or other errors relating to or in connection with the Sweepstakes, the processing of entries, the sharing of the Sweepstakes link, the announcement of any prizes or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, damaged or postage due entries or mail, or any delays in delivery or lack of availability of any

Prize or Prize materials, and/or (ii) Entrant's participation in this Sweepstakes, acceptance or use of any Prize, and/or for any claims or causes of action based on publicity rights, defamation or invasion of privacy. Released Parties assume no responsibility for any damage to an Entrant's or any other person's computer system, mobile device or tablet which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, mobile device, tablet, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. No more than the stated number of Prizes will be awarded.

B. Reservation of Rights. Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers in any way with any part of the Sweepstakes, including, without limitation, submitting a fraudulent entry or an entry not otherwise in accordance with these Official Rules and to cancel, terminate, modify or suspend the Sweepstakes or any element thereof. Sponsor also reserves the right, at its sole discretion, to disqualify any individual who is found to be (i) acting in violation of these Official Rules, including, without limitation, entering or attempting to enter the Sweepstakes through the use of any robotic or automated devices or (ii) acting in an unsportsmanlike or disruptive manner, with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or with the intent to annoy, abuse, threaten or harass any other person.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR FROM THE USE OF ANY PRIZES AWARDED HEREUNDER. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THE LIABILITY OF THE RELEASED PARTIES WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

C. Release and Indemnity. By participating, Entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development/production/administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. **If Prize involves travel or activities, Sponsor shall have no liability for any personal injuries, death, theft, property damage or other expenses resulting from or arising out of any travel related to the Prize or any other aspect of a Winner's or his/her guest's (if applicable) acceptance or use of the Prize.** Any potential winner and travel companion and/or guest (if applicable) may be required to execute releases absolving Released Parties from any and all liability with respect to participation in such travel/activities and/or use of the Prize.

- 8. FORCE MAJEURE:** Without limiting the foregoing, in the event the Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including, without limitation, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared,) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within its control, then it shall have the right to modify, suspend, extend or terminate the Sweepstakes. In the event that the Sweepstakes is terminated, cancelled or postponed for any reason whatsoever, the ARV of the Prize will be awarded to the extent required by law.
- 9. GOVERNING LAW AND JURISDICTION:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually without resort to any form of class action, and by the United States District Court for the State of California. By participating, Entrant expressly consents to the personal jurisdiction of such courts and waives any right of change of venue or like right. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in

accordance with, the laws of the State California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

10. THIRD PARTY PLATFORMS: If this Sweepstakes is hosted, administered by or with the assistance of, or operated on a third party platform, including without limitation a social media platform (e.g. Facebook, Instagram, or Twitter) ("**Third Party Platform**"), then by participating in this Sweepstakes, Entrants hereby release and agree to hold harmless such Third Party Platform from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities. Unless otherwise stated to the contrary in these Official Rules, this Sweepstakes is not sponsored, endorsed or administered by, or associated with, any Third Party Platform.

11. WINNER'S LIST: The first name, last name, and state of residency for confirmed Winner(s) will be available upon written request to the Sponsor at the address below, for two (2) years following the end of the Sweepstakes Period.

12. SPONSOR: Lucky OpCo LLC, 3880 N Mission Road Los Angeles CA 90031