

Maurices Incorporated

“Ultimate Closet Refresh Contest” Official Rules

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

1 SPONSOR. The “Ultimate Closet Refresh Contest” (the “Contest”) is sponsored by Maurices Incorporated (“Sponsor”), and the address at which Sponsor may be contacted is 425 W Superior Street, Duluth, Minnesota 55802. The Contest is not sponsored or administered by The Home Edit, LLC.

2 ENTRY PERIOD. The Contest entry period begins at 6:00 a.m. Central Time (“CT”) on February 18, 2022 and ends at 11:59 p.m. CT on February 27, 2022 (the “Entry Period”). Judging and selection of winning entries is as described in Section 5 below. Sponsor’s (or its designee’s) computer is the official timekeeper for this Contest.

3 ELIGIBILITY. The Contest is only open to entrants who, as of the entry date, are permanent legal residents of the forty-eight (48) contiguous United States and the District of Columbia (i.e., excluding the States of Alaska and Hawaii) who are at least twenty-one (21) years old. The Contest is void outside the eligible Contest territory, and where prohibited or restricted by law. Employees, officers and directors of Sponsor, The Home Edit, LLC, and their respective parents, subsidiaries, affiliates, divisions, advertising, management and promotion agencies, and the immediate families (defined as parents, spouses, children, 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 or participate. The Contest, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Contest territory, and entrants must be present in the eligible Contest territory at the time they enter.

4 HOW TO ENTER; SUBMISSION OF ENTRY MATERIALS; REQUIREMENTS.

a. **How to Enter.** There is one (1) way to enter. During the Entry Period, go to the Contest registration webpage located at www.maurices.com/giveaway (the “Contest Website”), fully complete and submit all registration information and acknowledgements, including submitting an essay (LIMIT: two hundred fifty (250) words maximum) and uploading one (1) photo of your personal closet, which photo and essay must describe and show why you are the most deserving of a closet refresh from maurices and The Home Edit (the “Contest Theme”). Your essay and photograph is referred to herein as the “Entry.” The Entry must conform to the entry requirements in Section 4(b) below and will be judged as described in Section 5 below. LIMIT: One (1) Entry per person in the Contest, and an Entry may include only one (1) eligible essay and one (1) eligible photo. An Entry must be received by Sponsor during the Entry Period.

An entrant must be the rightful owner (or have authorized use) of the e-mail address associated with entrant’s registration information and Entry. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, or identities, registrations and logins, or any other methods will void that entrant’s Entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to an entrant’s Entry, the natural person who is the authorized account holder of the email address identified with the participant’s Entry registration information will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Contest. The “authorized account holder” is the natural person assigned to an email address by an Internet access provider, online service provider, Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor’s satisfaction, the winning entrant may be deemed ineligible.

ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER

METHOD OF ENTRY WILL BE ACCEPTED. Normal Internet access and usage charges imposed by entrant's online service will apply.

b. **Photo Requirements.** An Entry must meet the following requirements, compliance with which shall be as determined by Sponsor in its sole discretion:

- i. The photo component of the Entry must feature only the entrant's closet, and not feature any people or animals.
- ii. The photo component of the Entry must be a digital photograph that is uploaded in accordance with the Contest Website instructions, and be in a .jpeg format.
- iii. The essay component of the Entry must be in English and submitted in accordance with the Contest Website instructions.
- iv. The Entry must be suitable for a public forum, and in keeping with Sponsor's positive family friendly image, and may not be offensive or inappropriate, as determined by Sponsor in its sole discretion. Without limiting the foregoing, an Entry must not contain any obscene language or images, nudity, profanity or lewd gestures.
- v. The Entry must be entirely original to the entrant, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any media property. An original creation is the product of one's own mind created solely by the entrant(s), and is not a copy or imitation. Modifying, enhancing or altering a third party's preexisting work does not qualify as an entrant's original creation.
- vi. The Entry must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, and must NOT incorporate or include anything (e.g., third party names, marks or logos) that would require the consent of any third party for the use of the Entry (or any part thereof) by Sponsor or any of its designees.
- vii. The Entry must NOT have been previously published, submitted to another contest, won any other award, broadcast on a media network or submitted to any entertainment entity.
- viii. To the extent that a third party shot or helped with the production of an Entry, the entrant must be able to provide on request all appropriate clearances, permissions and releases from that third party's participation in the creation or production of the entry and location releases for all recognizable locations. In the event an entrant cannot provide all required releases, Sponsor reserves the right, in its sole discretion, to disqualify the applicable entry or seek to secure the releases and clearances for Sponsor's benefit.

By submitting an Entry, the entrant represents and warrants that the submitted Entry complies with all requirements of these Official Rules, including those set forth in this Section 4, and will indemnify, defend and hold Sponsor and all Contest parties harmless from and against any breach of such representation and warranty.

c. **Certain Rights.** Each entrant agrees that Sponsor and its successors, designees and assigns shall each have the perpetual, irrevocable, world-wide and fully-transferable right (but not obligation) and license to use, modify, display, reproduce, make derivative works of, and otherwise exploit entrant's Entry and submissions (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any Entry or submission (or any part thereof) or information or ideas contained within any entry or submission, all without payment, notice, attribution, consideration or consent. Such use includes, without limitation, the right to use an Entry (or any part thereof) on Sponsor's websites and/or social media channels in connection with the Contest, and for any other purpose as determined by Sponsor in its sole discretion; provided, however, there is no guarantee

of use of an Entry (or any part thereof) for any purpose; and provided further, the timing of any posting shall be as determined by Sponsor in its sole discretion, and an entrant shall have no claim with respect to the delayed timing of a posting or failure to make a posting. Sponsor does not have any obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary. SPONSOR AND ITS DESIGNEES RESERVE THE RIGHT TO EDIT, MODIFY, OR ABRIDGE ANY SUCH ENTRY OR SUBMISSIONS FOR ANY REASON PRIOR TO USE, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH USE IN THE CONTEST AND/OR SUCH OTHER USES AS CONTEMPLATED ABOVE OR BY THESE OFFICIAL RULES, AND ENTRANT CONSENTS TO ANY SUCH ACTIVITIES.

d. **For all Entries.** All entry materials must be received by Sponsor during the Entry Period. Failure to submit all required information and submissions in the manner required in these Official Rules may result in disqualification. ENTRY MATERIALS WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DESTROYED. DO NOT SUBMIT ANY IRREPLACEABLE OR ONE-OF-A-KIND ENTRIES. Proof of submission of any entry materials will not be deemed to be proof of receipt by Sponsor. All entrants and entries are subject to verification by Sponsor, as are the eligibility, age and other claims of/information provided by an entrant. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the entrants disqualified

5. JUDGING; SELECTION; NOTIFICATION.

a. **Judging.** Eligible Entries received during the Entry Period will be judged as described below. Eligible Entries may be (but there is no guarantee any will be) posted on Sponsor's website and/or Sponsor's social media channels for public viewing (there is no public voting and Entries posted, if at all, are only for viewing). Eligible Entries will be judged and scored by a judging panel appointed by Sponsor who will judge and score the Entries in accordance with the following judging criteria ("Judging Criteria"): Communication of Contest Theme (50%), originality and creativity (30%), and overall appeal (20%). The judging panel will be comprised of an individual or individuals who are experienced in advertising, marketing, or entertainment. Judges will be individuals selected by Sponsor and may also be employees or agents of Sponsor, or its affiliates, or advertising and promotion agencies. The judging panel will select the highest scoring Entry as the potential Contest winner. In the event of a tie, the tied entries will be judged against each other by the judging panel using the Judging Criteria until the tie is broken. The potential winners will be determined and announced on or about March 10, 2022.

b. **Notification; Return Requirements.** The potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by phone, mail, courier, and/or email using the contact information provided by the entrant with the entrant's Entry submission materials. The potential winner must provide a confirming email address to which Contest documents may be sent by Sponsor and winner may be confirmed. A potential winner will be required to execute and return to Sponsor a notarized 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. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release or other written Sponsor communication materials. If a potential winner cannot be contacted and/or if a potential winner does not provide the required confirming email address and information, in each case, within forty-eight (48) hours of the first notification attempt, or if the potential winner fails to return the Affidavit/Release or any other materials required under these Official Rules within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate potential winner will be determined, which alternate will be the entrant with the next highest scoring Entry. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required information and materials to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Contest schedule and due to such schedule and the travel nature of the prize, Sponsor may be unable to award a prize in this Contest. Sponsor is not responsible for the failure of a potential winner to receive any of Sponsor's notifications or materials for any reason, or for the inability of a potential winner to respond to any of Sponsor's notifications or return any required materials for any reason. All potential winners are subject to verification prior to the awarding of the 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.

6. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor and the Contest judges (including, without limitation, decisions regarding eligibility of entries, the selection of the winner, and the awarding of the prize), which are final and binding in all respects. Entrants and the winner must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

7. PRIZE.

a. **Prize Description.** Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in this Contest. The prize consists of and is limited to (i) a professional closet reorganization from The Home Edit in an amount up to \$10,000 (date, time, manner of completion, design, materials and personnel utilized, and other items, are all as determined by Sponsor or its designees (including The Home Edit) in their sole discretion); closet reorganization in anticipated to occur during March, 2022, and (ii) a shopping spree trip to Nashville, Tennessee, which consists of and is limited to (A) round-trip coach airfare for winner between the major metropolitan airport nearest to prize winner's primary residence (in the event of any dispute, airport shall be as determined by Sponsor in its sole discretion) ("Originating Airport") and an airport in the Nashville, Tennessee area ("Destination Airport") (Destination Airport, carrier, seating, and travel dates and times as determined by Sponsor in its sole discretion), (B) one (1) night hotel stay for winner at a hotel in the Nashville, Tennessee area (one (1) single occupancy standard room; hotel, date and room as determined by Sponsor in its sole discretion), (C) a shopping trip to a maurices location in the Nashville, Tennessee area with Clea Shearer and Joanna Teplin from The Home Edit; Sponsor to provide up to \$1,500 (plus merchandise sales taxes) for the winner's purchases of maurices' merchandise during such trip (winner is responsible for all excess amounts, to be paid at the time of purchase), and (D) ground transportation between the Destination Airport and hotel, and hotel and the maurices location (ground transportation as determined by Sponsor in its sole discretion). The approximate retail value ("ARV") of the prize is fifteen thousand dollars (\$15,000).

b. **Travel Prize Information.** Actual ARV of a prize depends on location of Originating Airport, and fares and rates at the time of booking; if actual ARV is less than the stated ARV in these Official Rules, the difference will not be awarded in cash or other consideration. Winner must travel on dates and at times specified by Sponsor. Travel component of prize must be booked through Sponsor or its designee, and must be booked no later than April 1, 2022, for completion of the prize component by the dates specified by Sponsor in April, 2022. All reservations are subject to availability and blackout dates. Neither frequent flier miles accrual nor upgrades are permitted with the airline tickets. Winner's companion must, as of the date of travel, be a legal resident of the United States and eighteen (18) years of age or older. Winner is responsible for obtaining and providing proper travel and citizenship documentation in order to travel in connection with use of the prize, which may include passports, driver's licenses and other valid photo identifications. Those without proper travel and citizenship documentation will be denied boarding and use of the prize. All costs and expenses not specified herein, related to the travel component of the prize or the use thereof, including but not limited to additional transportation costs, additional lodging, additional tickets, meals, taxes and assessments (including, without limitation, income taxes, departure taxes, ticket taxes and customs user fees), gratuities, insurance, surcharges and other expenses incurred by accepting and using the prize are the sole responsibility of the winner.

c. **Additional Prize Information.** Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is 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 the 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 the 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 Contest may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded. **LIMIT:** One (1) prize in this Contest.

8 PUBLICITY. Except where prohibited by law, participation in the Contest constitutes entrants' and winners' consent for Sponsor and its designees to use an entrant's or winner's name, biography, image, likeness, voice, photographs, videos, opinions, statements, hometown and state for promotional purposes in any manner or media (including, without limitation, online, and on Sponsor's and its designees websites and social media accounts), worldwide, in perpetuity, and without further notice, payment, attribution, consideration or consent.

9 GENERAL CONDITIONS. Sponsor reserves the right to require entrants to complete, execute and deliver to Sponsor additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsor, or the entrant may be disqualified. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right in its sole discretion (but does not have any obligation) to award the prize on an alternate basis determined to be fair by Sponsor in its sole discretion. 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 Contest 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 or undermine the legitimate operation of the Contest 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.

10 RELEASE. By participating in the Contest, each entrant forever, fully and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Contest partners (including The Home Edit, LLC, and Clea Shearer and Joanna Teplin), prize suppliers, and all of their respective affiliates, employees, officers, directors, owners, representatives 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 this Contest and/or entrant's award, receipt or use of any prize awarded in this Contest.

11 LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription or posting of entries or 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, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing, uploading or downloading any material to or 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 website by a hypertext link.

12 DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court 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 Contest 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 Contest 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.

13. DATA COLLECTION. With respect to information collected in connection with this Contest, Sponsor and its designees collect this information and use it to (a) administer the Contest, (b) for market research and (c) for other marketing purposes. Sponsor and its designees may 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 its affiliates and select marketing partners who may use it to contact you with information and offers they believe will be of interest to you. Entrants who receive emails from Sponsor or any other third party and who wish to unsubscribe must unsubscribe individually to each sender's email.

14. OFFICIAL RULES. These Official Rules are available at the Contest Website at www.maurices.com/giveaway, or by sending a self-addressed stamped envelope to "Ultimate Closet Refresh Contest – Rules Request" c/o maurices, 425 W Superior Street, Duluth, Minnesota 55802. Vermont residents may omit return postage.

15. WINNER'S LIST. To request a list of the Contest winner, send a self-addressed postage-stamped envelope to "Ultimate Closet Refresh Contest – Winner List Request", c/o maurices, 425 W Superior Street, Duluth, Minnesota 55802. Requests must be received by April 30, 2022.