

**OFFICIAL RULES FOR THE MICHAEL KORS CANADA FUN IN
THE SUN SWEEPSTAKES**

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. **Eligibility:** The Michael Kors Canada Fun in the Sun Sweepstakes (the “**Sweepstakes**”) is open to legal residents of Canada who are at least eighteen (18) years old (or the relevant age of majority in the applicable jurisdiction) at the time of entry. Employees of Promoter (defined below) and/or Oracle America, Inc., its parent, subsidiaries or affiliates, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to enter the Sweepstakes. The Sweepstakes is subject to federal, provincial, and local laws and regulations, and is void where prohibited.
2. **Promoter:** The Sweepstakes is sponsored by Michael Kors (Canada) Holdings Ltd., 4600 Rue Cousens, Ville Saint-Laurent, Quebec, Canada H4S 1X3 (the “**Promoter**”). This Sweepstakes is not promoted by or in any way affiliated with Facebook or Twitter. Any questions, comments or complaints regarding the Sweepstakes shall be directed to Promoter and not to Facebook or Twitter.
3. **Agreement to Official Rules:** By entering the Sweepstakes, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Promoter’s decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **How to Enter:** Entrants must either (i) complete in full and turn in a Sweepstakes entry form by scanning the QR code made available at any participating Michael Kors Lifestyle or Outlet store (excluding Michael Kors Collection stores) in Canada, or (ii) complete in full the online Sweepstakes entry form found at <https://www.michaelkors.ca/sweepstakes> or https://www.michaelkors.ca/fr_CA/concours, or (iii) complete in full the online Sweepstakes entry form found within or linked from Promoter’s digital ads on Facebook pertaining to the Sweepstakes, in each case, during the Entry Period (as hereinafter defined). There is a limit of one (1) entry (regardless of method of entry) per person and e-mail address. Subsequent entries will be void. All information submitted will be subject to, and used in accordance with, Promoter’s Privacy Policy available at michaelkors.com. The Sweepstakes begins at 12:01 AM EDT, on July 10, 2021, and ends at 11:59 PM EDT, on August 8, 2021 (the “**Entry Period**”). Entries submitted before or after the Entry Period will not be eligible. The use of an agency or any automated system to enter is strictly prohibited and Promoter reserves the right to disqualify any entries received through such methods. Promoter’s computer is the official time-keeping device for the Sweepstakes.
5. **Drawing:** On or around August 12, 2021, Promoter will select five (5) potential Grand Prize winners, followed by ten (10) potential Runner-Up Prize winners (each as hereinafter defined) in a random drawing of all entries received during the Entry Period. Promoter will contact the potential Grand Prize and Runner-Up Prize winners via email on or around August 12, 2021, using the information provided on each selected entry

form. The odds of being selected depend on the number of entries received. The potential Grand Prize winners will be selected in a drawing prior to the selection of the potential Runner-Up Prize winners.

6. **Potential Winner Requirements:** Promoter will attempt to notify each potential winner within one (1) business day of the date of selection, using the information included on the selected entry form. If a potential Runner-Up Prize winner does not respond within three (3) days of Promoter's initial contact attempt, Promoter may redraw for said Runner-Up Prize; if the potential Grand Prize winner does not respond within three (3) days of Promoter's initial contact attempt, Promoter may redraw for the Grand Prize. Except where prohibited, each winner may be required to complete and return a declaration of eligibility, a liability/publicity release, and a confidentiality agreement (the "Affidavit/Release") within three (3) days of notification. In addition, the potential winner will also be required to correctly answer a time-limited mathematical skill testing question without any assistance in order to receive a prize. If a potential winner fails to return the Affidavit/Release within the required time period or fails to return the provided documents in a timely manner, or fails to answer the skill-testing question correctly, an alternate entrant may be selected in his/her place in a random drawing of all entries received.
7. **Prizes:** Five (5) Grand Prize winners will each receive a CAD \$200.00 Michael Kors Gift Card and a Michael Kors Soho Large bag in the color blue, silver or white (as solely determined by Promoter and subject to availability). Ten (10) Runner-Up winners will each receive a CAD \$100.00 Michael Kors e-Gift Card. All details of prizes to be determined by Promoter. The total value of all prizes (five (5) Grand Prize and ten (10) Runner-Up Prizes) is approximately CAD \$4,490.00. The prizes are defined as follows:

Each "**Grand Prize**" shall mean: one CAD \$200.00 Michael Kors Gift Card and a Michael Kors Soho Large bag in the color blue, silver or white (as solely determined by Promoter and subject to availability). The approximate retail value of the Michael Kors Gift Card is CAD \$200.00 and the approximate retail value of the Michael Kors Soho Large bag is CAD \$498.00. The total approximate retail value of each Grand Prize is CAD \$698.00. Use of the Michael Kors Gift Card is subject to the terms and conditions on the back of the card or otherwise applicable to the card. All expenses, costs, and taxes not expressly listed above are solely the Grand Prize winner's responsibility.

Each "**Runner-Up Prize**" shall mean: one (1) CAD \$100.00 Michael Kors e-Gift Card. The approximate retail value of each Runner-Up Prize is CAD \$100.00. Each Runner-Up Prize will be emailed to the winner upon acceptance of the prize, in accordance with the terms hereof, at the email address provided on the entry form. Use of the Michael Kors e-Gift Card is subject to the terms and conditions on the back of the card or otherwise applicable to the card. All expenses, costs, and taxes not expressly listed above are solely each Runner-Up Prize winner's responsibility.

The value of each of the prizes may be treated as income to the applicable winner and thus the winner may be responsible for payment and reporting of any applicable taxes. We encourage you to consult your tax advisor to determine how

winning this prize may affect your tax obligations. The prize is not transferable. No cash or other substitution is allowed except by the Promoter or its representative who may substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the advertised prize or component thereof (including as to size and/or color) becomes unavailable, as determined by the Promoter in its sole discretion. Each potential winner must supply at the time of prize acceptance, a valid Canadian postal address or e-mail address (as applicable) to which the prize shall be mailed or emailed at Promoter's expense. If repeated attempts to contact a potential winner to arrange for fulfillment of the prize are met with no response, the prize will be forfeited and the Promoter has the right to select an alternate winner in a random drawing of the remaining entries received.

8. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Promoter may, in its sole discretion, in its sole discretion, subject to the approval of the Regie des alcools, des courses et des jeux, 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. Promoter 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 Sweepstakes, or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Promoter to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Promoter by mail shall not be deemed proof of receipt by Promoter. The Sweepstakes is subject to all applicable laws and regulations and is void where prohibited.
9. **Release and Limitations of Liability:** By participating in the Sweepstakes, to the extent permissible by law, you agree to release, on behalf of yourself, successors, heirs, personal representatives and assigns, and hold harmless Promoter, Oracle America, Inc., Facebook and Twitter, and its and their respective parent(s), subsidiaries, affiliates and each of their respective officers, directors, employees, and agents (collectively, the "**Released Parties**") from and against any and all costs arising out of any claim or cause of action, now known or hereafter known, to the extent arising out of or related to your participation in the Sweepstakes or receipt, acceptance, possession and/or use of any prize, or of any misuse or malfunction of any prize awarded, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; (f) injury or damage to persons or property, including from your and/or any third party use of the prize; or (g) any warranty with respect to any prize or component thereof. You further agree, to the extent permissible by law, that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released

Parties be liable for attorneys' fees. To the extent permissible by law, you waive the right on behalf of yourself, successors, heirs, personal representatives and assigns to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages regardless of whether Promoter knew or had reason to know of the possibility thereof. You acknowledge and agree that your participation in the Sweepstakes and your receipt or use of any prize is done solely at your own risk. The Released Parties are not responsible for the errors, omissions, acts or failure to act of any party or entity conducting a specific activity on its behalf in connection with the Sweepstakes. **THE PRIZES ARE AWARDED "AS IS" AND PROMOTER DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND REGARDING THE PRIZES.**

10. **Publicity:** Except where prohibited, participation in the Sweepstakes (including use of any prize) constitutes your consent to Promoter's and its agents' use of your name, likeness, photograph, video, prize footage, voice, opinions and/or hometown and state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.
11. **Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Quebec, Canada. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Promoter in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Quebec, without giving effect to any choice of law or conflict of law rules (whether of Quebec or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Quebec. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern and control.
12. **Additional Information for Quebec Residents:** For residents of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
13. **Results:** To request the name of the winner, send a self-addressed, stamped envelope to: Michael Kors Marketing Department, 4600 Rue Cousens, Ville Saint-Laurent, Quebec, Canada H4S 1X3. Requests must be received by September 8, 2021.