

Kate Spade 30th Anniversary Campaign Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Kate Spade 30th Anniversary Campaign (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Tapestry, Inc. (inclusive of kate spade new york and all of its brands) and Merkle Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Tapestry, Inc. for the benefit of the kate spade new york brand, 2 Park Ave, New York, NY, 10016. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on March 20, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2023 at 11:59 p.m. ET (the "Contest Period"). The Contest consists of nine (9) phases (each a "Phase"), as outlined below:

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Notification Date
1	March 20, 2023	April 19, 2023	May 3, 2023
2	April 20, 2023	May 19, 2023	June 2, 2023
3	May 20, 2023	June 19, 2023	July 5, 2023
4	June 20, 2023	July 19, 2023	August 2, 2023
5	July 20, 2023	August 19, 2023	September 5, 2023
6	August 20, 2023	September 19, 2023	October 3, 2023
7	September 20, 2023	October 19, 2023	November 2, 2023
8	October 20, 2023	November 19, 2023	December 4, 2023
9	November 20, 2023	December 31, 2023	January 15, 2024

Administrator's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit <https://www.katespade.com/handbags/collections/anniversary> and follow the links and instructions to complete and submit the registration form, including your name and contact information, and a valid email address. Then, follow the directions to upload an essay (50 words or fewer) that describes your personal relationship/story with the Kate Spade brand ("Essay") and you may optionally upload one (1) photo that compliments your Essay. Your Essay and photo will be collectively referred to as your submission ("Submission"). **Your Essay will be judged in this Contest.** Your Submission must reflect your honest and truthful opinions. By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

Guidelines:

- The Submission must be in jpg, png, gif format;
- The Submission must not exceed 10 mb in size;
- The Submission must not exceed 50 words; and
- The Submission must be in English.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must be your original work. The Submission must have been created by the entrant and must be truthful.
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor.
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement and therefore must not contain brand names or trademarks other than those owned by Sponsor.
- The Submission must not contain content created by a third party, such as images or artwork.
- The Submission must not disparage Sponsor, or any other person or party.
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous, or libelous.
- Your Submission must not make references to or include alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda.
- The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload one (1) Submission during the Contest Period. Submissions received from any person or email address more than the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

6. Sponsor's Use of Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: After the conclusion of each Phase, a panel of qualified judges, determined by Sponsor in its sole discretion, will select the three (3) entrants with the highest-scoring Essays ("Winners") based on the following Judging Criteria:

- Articulates a unique story (30%);
- Quality of Essay (30%);
- Enthusiasm for Kate Spade brand (20%); and
- Creativity (20%).

Subject to the entrants' compliance with these Official Rules, the entrant whose Essay receives highest score will be deemed the potential Grand Prize winner. The two (2) entrants whose Essays received the next highest scores are the potential First Prize, winners. In the event of a tie, the entrant whose Essay

received the highest score for Enthusiasm for the Kate Spade New York brand as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor will not disclose judging scores.

8. Winner Requirements: Potential winners for each Phase will be notified by email, mail, or phone on or around the Notification Date listed above in Section 4. Non-selected Essays will carry to subsequent Phases. Each potential Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. All other potential winners will be required to provide full contact information to confirm eligibility and for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent, in order to claim the prize offered. If a potential winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information, within the required time period (if/as applicable), does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes: NINE (9) GRAND PRIZES (one (1) awarded per Phase): A \$1,000 Kate Spade gift card, terms and conditions apply, and a personalized styling session. Approximate Retail Value ("ARV"): \$1,000.00.

For the styling session: At time of prize delivery, Sponsor representative will assist winner with contacting the Kate Spade Specialty store of the winner's choice to schedule the styling session. (Styling sessions cannot be scheduled at Kate Spade Outlet stores or department store locations.) Styling session can be in person or remote and final time, date and method will be determined between winner and applicable store associate. Styling session must be scheduled by/before March 31, 2024 or will be forfeited. Styling session has no cash value and winner will not be eligible for an alternate prize in the event the styling session is not scheduled or attended.

EIGHTEEN (18) FIRST PRIZES (two (2) awarded per Phase): A \$100 Kate Spade gift card, terms and conditions apply. ARV: \$100.00.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person. Prizes will be fulfilled 8 – 10 weeks after the end of the Contest.

10. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Administrator, Tapestry Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (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 Contest or receipt or use or misuse of any prize.

11. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Ownership of Submission: The winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the

Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. The winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

14. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; 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 Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

15. Disputes: Except where prohibited, each entrant agrees that: (1) 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 exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

16. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.katespade.com/support/privacy-policy>.

17. Winner List: For a winner list, please [click here](#). The winner list will be posted at the end of the Contest and will remain available for 90 days after the Contest Period.

