

kate spade new york NYC Summit Sweepstakes

Official Rules

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

1. Eligibility: kate spade new york NYC Summit Sweepstakes (the "Sweepstakes") 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) ("Sponsor"), Merkle Inc. ("Administrator"), and 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 Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a First Prize is contingent upon fulfilling all requirements set forth herein. Winning the Grand Prize is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential winner's eligibility and compliance with these Official Rules. ***Due to the nature of the prize offered, if a background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified.***

2. Sponsor: Tapestry, Inc. for the benefit of the kate spade new york brand, 10 Hudson Yards, New York, NY 10001. **Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on July 1, 2024 at 12:00 a.m. Eastern Time (ET) and ends on July 31, 2024 at 11:59 p.m. (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: During the Promotion Period, click on the link provided in emailed marketing materials, or presented as a pop-up advertisement on katespade.com, each advertising this Sweepstakes. You will then visit www.katespadenewyorkswEEPstakes.com ("Promotion Site") and follow the links and instructions to accurately complete and submit the registration form, including your first and last name (initials are not sufficient) and email address. You will receive one (1) entry into the Sweepstakes.

Limit: You may receive one (1) entry (per day) during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, 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 may result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

5. Prize Drawing: Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around August 1, 2024. Potential Grand Prize winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") including consent to agree to a confidential background check (and their travel companion) which must be received by Administrator within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If the background check reveals that the potential Grand

Prize winner (and their potential travel companion) has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential winner. If the potential travel companion has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, they will not be able to accompany the winner. Potential First Prize winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prizes, Approximate Retail Value (“ARV”), and Odds of Winning:

A. Prizes:

ONE (1) GRAND PRIZE: A trip for two (2) to New York to attend The Global Summit on Women’s Mental Health and Empowerment in New York City (“Event”). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner’s home (determined by Sponsor in its sole discretion); three (3) nights’ accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; ground transportation to and from hotel and Event; two (2) tickets to the Event; \$1,000 kate spade gift card (terms and conditions apply) and \$500 spending money. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to winner. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor’s airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner’s parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. **By traveling and attending event, winner and winner’s guests voluntarily assume all risks related to exposure to COVID-19.** Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize or elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner’s proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor’s sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor’s sole discretion. Approximate Retail Value (“ARV”): \$8,900.

Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

TWO (2) FIRST PRIZES: A \$500 kate spade gift card, terms and conditions apply ARV: \$500.

- B. Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$9,900.
- C. Odds of Winning:** The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

For All Prizes: 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 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. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. First Prizes will be fulfilled approximately 8-10 weeks after winner confirmation/conclusion of the Sweepstakes. Limit of one (1) prize per household.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective 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 any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto)

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, social handle, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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 or winner's inability to travel due to illness or injury) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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 Sweepstakes, including but, not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between, any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries; (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 Sweepstakes, or to the receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 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 Sweepstakes, 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 Sweepstakes, 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.

12. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

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

14. Winner List: For a winner list, please click [HERE](#). The winner list will be posted after winner confirmation is complete. The winner list will be posted at the end of the Sweepstakes and will remain available for 90 days after the Promotion Period.

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