Michaels® Bonus Month Sweepstakes OFFICIAL RULES

No purchase necessary to enter or win. A purchase will not increase your chances of winning. Void where prohibited.

SWEEPSTAKES DESCRIPTION: The Michaels® Bonus Month Sweepstakes (the "**Sweepstakes**") begins on February 1, 2025, at 12:00:01 a.m. Central Time ("**CT**") and ends on February 28, 2025, at 11:59:59 p.m. CT (the "**Sweepstakes Period**"). Participation in the Sweepstakes does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Michaels Stores, Inc., 3939 West John Carpenter Freeway, Irving, TX 75063 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Open only to legal United States residents residing in the fifty (50) United States and District of Columbia, who are eighteen (18) years of age or older and have a valid Michaels Rewards account at the time of entry. It is free to enroll in Michaels Rewards (to enroll, visit www.michaels.com/rewards). Michaels Rewards accounts are subject to its Terms and Conditions. Employees, officers and directors of Sponsor, participating retailers, Comenity Capital Bank, their respective parents, subsidiaries, affiliates, distributors, agents, partners, sales representatives, advertising and promotion agencies (collectively, the "Sweepstakes Entities") and the Immediate Family Members, and/or Household Members of each are ineligible to participate in the Sweepstakes or win a Prize and are not eligible to participate. For purposes of the Sweepstakes, "Household Members" means those people who share the same residence at least three months a year, whether or not related; "Immediate Family Members" means parents, stepparents, legal guardians, children, step-children, siblings, stepsiblings, or spouses, regardless of where they live. Sweepstakes is void where prohibited by law.

Comenity Capital Bank is not responsible for the administration, execution, or conduct of the Sweepstakes or the selection of the winner. Comenity Capital Bank may participate in promotion of this Sweepstakes and winner notification communication, but is not the sponsor, administrator, nor executor of this sweepstakes. Any disputes concerning awards or benefits under the Sweepstakes will not affect payment or other obligations to Comenity Capital Bank.

HOW TO ENTER: There are two (2) methods of entry for this Sweepstakes as follows:

- 1. Automatic Entry for Sweepstakes using your eligible Michaels Credit Card– you will automatically receive one (1) entry into the Sweepstakes each time you use your Michaels Credit Card to make a Purchase transaction during the Sweepstakes Period.
- 2. NO PURCHASE NECESSARY. To enter by mail, without making a purchase, write the name of the Sweepstakes, your full name, full address (no P.O. boxes), email address, date of birth and telephone number on a 3x5 card and mail the card to: Michaels® Bonus Month Sweepstakes, PO BOX #457, Newark, NY 14513. Mail-in entries must be postmarked by February 28, 2025, and received by March 7, 2025. Mail-in entries must be legibly hand-written. No copies, facsimiles or mechanical reproductions will be accepted. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail. Limit one (1) entry per outer stamped mailing envelope.

Limit one (1) entry per person per day regardless of number of Michaels Credit Card transactions made or method of entry. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

WINNER SELECTION AND NOTIFICATION: On or about March 10, 2025, one (1) potential prize winner will be randomly selected by a representative of Sponsor from all eligible entries received in accordance with the deadlines stated in these Official Rules. The winner is considered a potential winner pending verification of their eligibility and compliance with the deadlines stated in these Official Rules. The potential winner will be notified by telephone and/or e-mail, using contact information associated with their Michaels Credit Card account, or included in their mail-in entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the Prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit their Prize, and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of the Prize in accordance with the above procedure, after which the Prize may go unawarded if it remains unclaimed. If any potential Prize winner is found to be ineligible, or if they have not complied with these Official Rules or decline the Prize for any reason prior to award, such potential Prize winner will be disqualified, and an alternate Prize winner may be selected. The odds of winning depend on the total number of eligible entries received in accordance with the deadlines stated herein.

PRIZE:

One (1) Prize is available. The Prize consists of a \$5,000 Michaels Rewards Voucher which will be loaded to the confirmed winner's Michaels Rewards account. The voucher expires six (6) months after the voucher is loaded to the winner's Rewards account. The voucher is subject to separate terms and conditions. <u>Visit www.michaels.com/rewards/terms</u> for complete Rewards details.

GENERAL PRIZE CONDITIONS: Prize must be accepted as awarded or prize will be forfeited and awarded to an alternate winner. Once the winner returns all "Prize Claim Documents" (as defined below) to Sponsor and accepts the prize, winner is solely responsible for payment of taxes, for the entire prize awarded, even if, for any reason, the winner does not use the entire prize. Any potential Prize winner must execute and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If a winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of Prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected. Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the Prize. Winner is solely responsible for any personal tax liability arising out of acceptance of the Prize. Prize winner will receive an IRS 1099 Form following receipt of the Prize.

Rewards Voucher: the promotional prize Rewards Voucher shall include and herein be referenced as "**Voucher**)" collectively to any prefunded card, a gift card, an electronic gift card, stored-value card or certificate, a store card, merchant card, voucher for services or goods, a gift certificate or similar instrument and other redeemable instruments with value credit or the like that may be awarded are subject to terms, conditions and restrictions as set by issuer. Vouchers are subject to the terms of use, applicable conditions and restrictions, including any expiration dates, promulgated by issuer of card. Vouchers are not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the Voucher will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the voucher. Voucher cannot be redeemed for the purchase of other promotional cards. Except as required by law, Voucher cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor is not responsible if any Voucher is lost, stolen, destroyed or used without permission. If Voucher is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value.

GENERAL: Acceptance of a Prize constitutes Prize winner's permission for Sponsor and its designees to use Prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, except where prohibited by law. Winner may, except where prohibited by law, be asked to participate in select publicity activities, as determined at the sole discretion of the Sweepstakes Entities. Entrants agree that the Sweepstakes Entities shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of the Prize. Sponsor assumes no responsibility for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information. or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding the Prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

DISPUTES/GOVERNING LAW: Except where prohibited by law, Entrant agrees that: (1) all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize will be resolved individually, without resort to any form of class action, and Entrant consents to the personal jurisdiction of the appropriate federal or state court located in Dallas County, Texas for such purpose; and (2) all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

PRIVACY: Personal information will be used for the purposes of confirming the eligibility of an entrant, notifying a potential winner, awarding a Prize, reporting the winner information as required by law (as applicable), and any other purposes set forth herein. All information collected from entrants is subject to Sponsor's privacy policy, located at https://www.michaels.com/your-privacy-rights.

WINNER'S LIST: To obtain the name of the winner, please submit a self-addressed, stamped envelope by April 28, 2025, to Michaels Bonus Month Sweepstakes Winner, 3939 West John Carpenter Freeway, Irving, TX 75063.