

Michaels®

Rewards Appreciation Days Sweepstakes

OFFICIAL RULES

THESE OFFICIAL RULES ARE A CONTRACT—READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES A RELEASE AND LICENSE FROM YOU, AND A LIMITATION OF CERTAIN OF YOUR RIGHTS AND REMEDIES.

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE ODDS OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.

1. Promotion and Sponsor. Participation in the Michaels Rewards Appreciation Days Sweepstakes promotion (the "Promotion") constitutes Entrant's (as defined below) full and unconditional agreement to these Official Rules. Entrant is free to disclaim any prize and status as Entrant, and as a result will not be eligible to receive any prize. The Promotion is sponsored and administered by Michaels Stores, Inc., 3939 West John Carpenter Freeway, Irving, Texas 75063 ("Sponsor"). All decisions related to, as well as all interpretation of, these Official Rules by Sponsor are final and binding. While this Promotion may be promoted via social media websites, such websites are not affiliated with Sponsor or this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat or any other third-party website or application that might host content where information about this Promotion is published (collectively "Content Hosts"). Entrant is providing information only to Sponsor and not to Content Hosts.

2. Promotion Period. The Promotion begins at **12:00:00 AM Central time ("CT") on May 9, 2021** and ends at **11:59:59 PM CT on June 5, 2021** (the "Promotion Period"). Only entries submitted and received during the Promotion Period will be accepted. Sponsor is the official timekeeper of this promotion.

3. Eligibility. The Promotion is open only to individuals that are legal residents of one of the fifty United States, or the District of Columbia, age 18 or older. Employees or agents of Sponsor, Cataboom LLC, or their parent or affiliate companies, vendors, suppliers, consultants, sub-contractors, distributors, legal counsel, or advertising, marketing, public relations, or promotional/fulfillment agencies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee or agent, are not eligible. Legal entities are not eligible to enter. Eligibility is contingent upon agreement to, compliance with, and fulfillment of all requirements of these Official Rules.

4. How to Enter. NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE ODDS OF WINNING. There is one (1) method of entry. By participating in the Promotion in any way you will become an "Entrant." Each Entrant who enters using the below method of entry is eligible for and will receive one entry. Limit one eligible entry per person per day in the Promotion.

Method of Entry: You will automatically become an Entrant and receive one entry by visiting <https://www.michaels.com/rewardssweeps> (the "Website"), and complete the online entry form, which includes your name, email address, and phone number, agreeing to join the Michaels Rewards program if not already a member, and completing a short online game.

5. Conditions of Entry. Entries not legitimately submitted in accordance with these Official Rules are void. Only qualified entries received by Sponsor during the Promotion Period are eligible for participation.

Entrants may be required to provide the following information to be eligible for a Promotion prize: first, middle and last name, month, day and year of birth, email address, complete mailing address, and phone number (collectively or individually, "Personal Information"). All requested Personal Information must be provided to participate in the Promotion and to be eligible to win a prize. Unintelligible entries; entries with incomplete, invalid, incorrect, or noncurrent information; and entries that are counterfeit, damaged, or tampered with in any way will be disqualified. Entries that are late, lost, damaged, misdirected, stolen or not delivered are not the responsibility of Sponsor and will be disqualified. Sponsor is not responsible if a potential winner does not receive a prize because erroneous, expired, canceled, fraudulent, or fake information was provided during the Promotion. Proof of sent entry or entry receipt (such as a copy of a "thank you" message) does not constitute proof of actual receipt of entry by Sponsor for purposes of this Promotion.

Participation must be by Entrant. Participation by any other individual or entity, or originating at any other website, or email address, including without limitation, commercial promotion entering and subscription notification service sites, is invalid and will be disqualified from this Promotion. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple email addresses, phone numbers, identities, registrations, or logins; entries through a sweepstakes club or similar entity; or any other unauthorized method of entry will void all of Entrant's entries and Entrant will be disqualified from the entire Promotion. Submitting mass entries or entries generated by an automated program, script, or macro, or the use of any other similar device, program, or method to enter this Promotion is prohibited and will result in disqualification.

If an Entrant has provided a phone number and email address that is associated with two (2) different Michaels Rewards member accounts, the member account associated with the email address will be used to determine the identity of the Entrant. If an entry includes a phone number and email address which do not both match an existing member account (i.e., the phone number is associated with an account but the email address is not, or the email address is associated with an account but the phone number is not), whichever piece of entry information that leads to a valid Michaels Rewards member account will be used and the other piece of information will be defaulted to the information in the Michaels Rewards database.

In the event of a dispute as to the identity of Entrant, the authorized account holder of the email address used to enter will be deemed to be Entrant. A potential winner may be required to show proof of being the authorized account holder. The "authorized account holder" of an email address is the natural person assigned to that email address by any organization (business, educational institution, etc.) responsible for assigning accounts to that email address. If the identity of the individual who actually participated in the Promotion cannot be resolved to Sponsor's satisfaction, the affected individual's entry will be deemed ineligible.

Sponsor may, in its sole discretion, disqualify any individual it finds to be in violation of these Official Rules, tampering with the entry process or the operation of the Promotion (including without limitation, tampering with websites, email addresses, or phone numbers), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation of the Promotion may be a violation of criminal or civil law, and Sponsor may seek damages to the fullest extent permitted by law from any person it finds to have made such an attempt.

6. Prizes. There are a total of One Thousand Eight Hundred Eighty-Seven (1,887) prizes, as more fully described below. Approximate retail value ("ARV") of all prizes is One Hundred Fifty-Two Thousand Dollars (\$152,000). Each Entrant can win up to Five (5) total prizes, provided however than an Entrant can win only one Grand Prize, only one First Prize, only one Second Prize per Entry Period (as defined in Section 7), and only one Third Prize per day.

- a. Five (5) Grand Prizes, each of which is a Five Thousand Dollar (\$5,000) Michaels Rewards voucher. Each Grand Prize voucher is valid for 365 calendar days from date of issuance.
- b. Ten (10) First Prizes, each of which is a One Thousand Dollar (\$1,000) Michaels Rewards voucher. Each First Prize voucher is valid for 32 calendar days from date of issuance.
- c. Fifty-Two (52) Second Prizes, each of which is a Five Hundred Dollar (\$500) Michaels Rewards voucher. Second Prize winners will be drawn during each Entry Period, with Thirteen (13) winners chosen each Entry Period. Each Second Prize voucher is valid for 32 calendar days from date of issuance.
- d. One Thousand Eight Hundred Twenty (1,820) Third Prizes, each of which is a Fifty Dollar (\$50) Michaels Rewards voucher. Third Prize winners will be drawn each day of-the Promotion Period, with Sixty-Five (65) winners chosen each day. Each Third Prize voucher is valid for 32 calendar days from date of issuance.

Actual value of prize may vary. All additional costs, including without limitation, fees, taxes and other personal charges not specifically described as part of the prizes above are not included in the prizes. No compensation or substitution will be provided for any difference in prize value. Sponsor is in no way responsible for any cancellations, delays, postponements, diversions, substitutions, changes in service or any other act or omission, or result thereof, caused by any third party. All prizes must be accepted as awarded without substitution and are not, in whole or in part, assignable, transferable or available for resale. Prizes have no cash surrender value, except where required by law. Sponsor has made no warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, any warranty, representation or guarantee related to any prize's quality or fitness for a particular purpose. Prizes are subject to availability and Sponsor may substitute a prize (or a component thereof) with another prize of equal or greater value if the prize is not available for any reason, as determined in Sponsor's sole discretion. Other prize substitution options are available where required by law. All taxes and all other costs and expenses associated with acceptance and use of any prize not specified herein as being awarded are the winner's sole responsibility. Prize specific terms and conditions apply. If the winner elects not to partake in any portion of the prize, any remainder of the prize that is unused will be forfeited and will not be subject to further or additional compensation.

Any prize details not specified above will be determined by Sponsor in its sole discretion. If any potential winner is disqualified, not eligible, or for any other reason cannot accept the prize as stated, then Sponsor may select a new potential winner from the remaining pool of eligible Entrants using the Criteria (as defined below). Where legal, the winner may be required to submit, without alteration and in the form provided by Sponsor, a completed and signed Affidavit of Eligibility and Liability & Publicity Release (the "Release"), along with a properly completed U.S. Department of the Treasury Internal Revenue Service Form W-9, within the required time period communicated in the Release to be eligible to receive or participate in any prize. The winner may be issued a U.S. Department of the Treasury Internal Revenue Service Form 1099 and related tax forms for the actual value of the prize provided by Sponsor.

Only the number of each prize set forth in these Official Rules will be awarded. In the event that any error, mistake, failure or discrepancy causes more than the stated number of prizes as set forth in these Official Rules to be promoted, noticed or claimed, Sponsor may award only the stated number of prizes by conducting a random drawing from among all legitimate, unawarded, eligible prize claims.

7. Winner Determination and Verification. The process leading to the random selection of a potential prize winner (each, a "Prize Drawing") is within the sole discretion of Sponsor.

On June 7, 2021, all Grand Prize and First Prize entries will be pooled and the winners will be selected at random from the pool of entries. Sponsor will attempt to notify the potential prize winners on June 9, 2021 via email. If a potential winner was a pre-existing Michaels Rewards member, such potential winner will be notified at the email address associated in the Michaels Rewards database with the phone number provided by Entrant (if the email address provided by Entrant in the entry is different). If a Prize Drawing is scheduled to take place on a holiday, the Prize Drawing will be conducted the following business day.

Second Prize Drawings will take place according to the schedule set forth in Table 1. For each Entry Period's Second Prize Drawing, Thirteen (13) potential winners will be randomly drawn from the pool of all eligible entries received during that Entry Period. Non-winning entries will not be rolled over to any remaining Entry Periods for Second Prize Drawings in the Promotion Period. If any Prize Drawing is scheduled to take place on a holiday, the Prize Drawing will be conducted the following business day. An Entrant can win one (1) Second Prize per Entry Period, but is eligible to win in other Entry Periods if they submit another eligible entry in that Entry Period.

Table 1

Entry Period	Entry Period Start	Entry Period End	Second Prize Drawing	No. of Winners	Prize
1	12:01 a.m. CST on May 9, 2021	11:59 p.m. CST on May 15, 2021	May 17, 2021	13	Michaels Rewards Voucher (\$500)
2	12:01 a.m. CST on May 16, 2021	11:59 p.m. CST on May 22, 2021	May 24, 2021	13	Michaels Rewards Voucher (\$500)
3	12:01 a.m. CST on May 23, 2021	11:59 p.m. CST on May 29, 2021	May 31, 2021	13	Michaels Rewards Voucher (\$500)
4	12:01 a.m. CST on May 30, 2021	11:59 p.m. CST on June 5, 2021	June 7, 2021	13	Michaels Rewards Voucher (\$500)

Third Prize Drawings will take place daily, based on entries received from 12:01 a.m. CST on each day until 11:59 p.m. CST the same day. The Prize Drawing will be made the same day. Sixty-Five (65) potential winners will be randomly drawn from the pool of all eligible entries received during that day. Each Third Prize is a Fifty Dollar (\$50) Michaels Rewards voucher. Non-winning entries will not be rolled over to any remaining days for Third Prize Drawings in the Promotion Period. If any Prize Drawing is scheduled to take place on a holiday, the Prize Drawing will be conducted the following business day. An Entrant can win one (1) Third Prize per day, but is eligible to win in other days during the Promotion Period if they submit another eligible entry in that day.

An Entrant may win up to Five (5) total prizes, provided however than an Entrant can win only one Grand Prize, only one First Prize, only one Second Prize per Entry Period, and only one Third Prize per day.

Potential winners are each subject to eligibility verification, on an ongoing basis, by Sponsor, whose decisions are final and binding. **An Entrant is not a winner of any prize, even if notified of being a winner or issued any item of value, unless and until Entrant's eligibility has been, and continues to be verified to the satisfaction of Sponsor.**

To be verified as eligible to receive a prize, each potential winner must fulfill all requirements and continue to comply with all terms and conditions of these Official Rules, and not be disqualified for any reason. Each potential winner will be notified by email address associated with their Michaels Rewards account (subject to Sponsor's discretion). If a potential winner of any prize cannot be contacted using the information provided, or fails to respond to Sponsor's attempt to notify them of selection within two (2) business days; if any prize or notification is returned as undeliverable or yields an error or undeliverable type "bounce back" message (regardless if the message is ultimately delivered to the recipient); if any potential Grand Prize or First Prize winner fails to sign and return the Form W-9 and Release within two (2) business days of receipt, or any potential winner fails to sign and return any other required documentation or fails to comply with these Official Rules; if a potential winner is unable or unwilling to accept the prize (or any portion) as stated; or if the potential winner cannot be verified as eligible for any reason at any time before, during, or after the Promotion Period, the potential winner is disqualified and forfeits the prize (or relevant portion, subject to Sponsor's discretion), and an alternate potential winner will be selected from among the remaining eligible entries based on the Criteria.

A winner will be issued his/her prize at the email address associated with a valid Michaels Rewards member account, if an existing member prior to entry, or at the email address provided in the entry if Entrant becomes a member when entering the Promotion. Prizes may take up to ten (10) business days to be issued after return of any required documentation to Sponsor.

In the event that an Entrant or potential winner is disqualified or fails to claim a prize for any reason, the foregoing process will be repeated until all prizes are awarded, or until three attempts have been made to award each prize and each attempt has failed. EXCEPT AS REQUIRED BY LAW, IF ANY PRIZE REMAINS UNAWARDED FOR ANY REASON AFTER THREE ATTEMPTS, THAT PRIZE WILL NOT BE AWARDED IN THIS PROMOTION. If any winner is awarded and claims a prize, a winners list may be obtained by printing the requestor's name, address, city, state or province/territory and zip or postal code on a 3x5" postcard and mailing it to Michaels Stores, Inc., Attn: Michaels Rewards Team/Rewards Appreciation Days Sweepstakes Winners List, 3939 West John Carpenter Freeway, Irving, Texas 75063. Limit one request per person, per household. Requests must be received by December 31, 2021.

Odds of winning any prize during depend on the number of eligible entries received.

8. Limitations of Liability. By entering or participating in this Promotion or any prize in any way, each Entrant agrees to indemnify, defend (regardless of ultimate liability), and hold harmless, and thereby does release and discharge Sponsor, Content Hosts, Cataboom LLC, and each of their respective parent and affiliate companies, vendors, suppliers, consultants, sub-contractors, distributors, legal counsel and advertising, marketing, public relations and promotional/fulfillment agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents, as well as the immediate family (spouse, parents, siblings

and children) and household members of each such individual (collectively, the "Released Parties") from and against any loss, damage, injury, claim or cause of action related in any way whatsoever to this Promotion, these Official Rules, or the rights, consents and licenses granted to Sponsor under these Official Rules, including without limitation, infringement of any right of publicity or intellectual property; threatened or actual injury, loss or damage to any person, including death and disability; defamation or portrayal in a false light (intentional and unintentional); invasion of privacy; and damage to or loss of property, arising out of such Entrant's participation in the Promotion or receipt or use, non-use or misuse of any prize. To the maximum extent allowed by law, in no event will Released Parties be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential or punitive damages arising out of this Promotion. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check local laws for restrictions regarding these limitations or exclusions.

Entrants waive any right to claim ambiguity in these Official Rules. The Released Parties are not responsible for: (1) technical failures of any kind; (2) incorrect or inaccurate information, whether caused by Entrants, any internet or email service provider, any promotional or advertising agency, printing or computing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error that may occur in the administration of the Promotion, the processing of entries or the announcement of the winner or prize; (5) any injury or damage to persons or property, including without limitation computers, phones and tablets, that may be caused, directly or indirectly, in whole or in part, by Entrant's participation in the Promotion or access to the Promotion materials; (6) the receipt, use or misuse of any Promotion prize; or (7) any other errors in any materials, information or announcements associated with the Promotion. If for any reason an Entrant's entry is confirmed by Sponsor to have been erroneously deleted, lost or otherwise destroyed or corrupted by Sponsor, Entrant's sole remedy is another entry in the Promotion, subject to availability and provided that the Promotion Period has not then expired.

EACH ENTRANT WAIVES CALIFORNIA CIVIL CODE § 1542 (AND ALL SIMILAR LAWS OF ANY STATE OR TERRITORY OF THE UNITED STATES), WHICH READS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." EACH ENTRANT REPRESENTS AND WARRANTS FULL UNDERSTANDING OF, AND ACKNOWLEDGES THE SIGNIFICANCE AND CONSEQUENCE OF, WAIVER OF CALIFORNIA CIVIL CODE § 1542 (AND ALL SIMILAR LAWS OF ANY STATE OR TERRITORY OF THE UNITED STATES).

9. LICENSE FROM ENTRANT. To the extent allowed by law, participation in the Promotion in any way or acceptance of, or participation in, any prize constitutes each Entrant's consent for, and grant of a non-exclusive, sub-licensable and assignable license to Sponsor to use, publish, post and display Entrant's name, social media handles, likeness, photograph, voice, opinions, statements, prize information, biographical information and hometown, regardless of whether altered, distorted or used alone or with other material, in Sponsor's sole discretion, for promotional, advertising, trade and publicity purposes in any medium now known or later discovered, worldwide and in perpetuity, without review or approval, and without further notice, payment or consideration of any kind.

All rights, consents and licenses granted to Sponsor under these Official Rules or the Release will survive the termination of this Promotion. Such consents and licenses may only be revoked in writing, and the mere ending of this Promotion is not sufficient to revoke such consents or licenses.

10. Right to Modify or Cancel. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event any provision is found invalid or unenforceable, these Official Rules will otherwise remain in effect in accordance with their terms as if the invalid or unenforceable provision was never included. Sponsor's failure to enforce any provision of these Official Rules does not constitute a waiver of that provision.

Sponsor may cancel, suspend or modify the Promotion or any part of it, in any way, if Sponsor determines in its sole discretion that the Promotion is not capable of executing as Sponsor intended, or that any error, omission, fraud, technical failure, tampering, computer virus, or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs or may impair Sponsor's ability to properly conduct the Promotion, subject to any applicable law or regulation. In such event, Sponsor may, but is not obligated to, award any applicable prize by conducting a random drawing from among the eligible entries received up to the time of the cancellation, suspension, or modification of the Promotion. Inclusion in such random drawing is Entrant's exclusive remedy under such circumstances.

In the event of an inconsistency between these Official Rules and any disclosure or other statement contained in any Promotion-related materials, including without limitation, a Promotion entry form or any point-of-sale, radio, television, print, or online advertising, these Official Rules will prevail and govern.

11. Disputes; CLASS ACTION WAIVER. Except where prohibited by law, Entrant agrees that: (1) all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded 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 Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights or obligations of Entrant or Sponsor in connection with the Promotion, are governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any other jurisdiction.

12. Privacy. Sponsor may collect and process Entrants' Personal Information in connection with the Promotion for the purposes of administering and managing the Promotion. This processing is in order to fulfill a contract or take steps linked to a contract (including these Official Rules), and if such processing is not provided, Entrant may not be able to enter into, and Sponsor may not be able to fulfill, the contract. Sponsor will retain the Personal Information that Entrant provides in connection with the Promotion for a period reasonably necessary for the purpose of administering and managing the Promotion, and may disclose such information in connection with a public list of Promotion winners, or pursuant to any license granted to Sponsor by Entrant under these Official Rules or the Release. Personal Information collected from Entrant is subject to Sponsor's privacy policy, which can be found at [michaels.com/your-privacy-rights/ca-your-privacy-rights.html](https://www.michaels.com/your-privacy-rights/ca-your-privacy-rights.html).

SHORT FORM RULES (ON ALL ADVERTISING)

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. Open to legal residents of U.S. age 18+. Total prize value: \$152,000.00. Limit 1 entry/person/day. For Rules, see www.michaels.com/rewardsweeps. Sponsor: Michaels Stores, Inc., 3939 West John Carpenter Freeway, Irving, TX 75063. Ends June 5, 2021.