

BACK TO SCHOOL INFLATION BUSTERS SPIN & WIN

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE/OFFER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED.

- Eligibility:** Back to School Inflation Busters Spin & Win (the “Promotion”) is only open to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico, who are at least eighteen (18) years old at the time of entry (the “Entrant”). Employees of Shoe Carnival, Inc. (the “Sponsor”) and their immediate family members (spouse, parents, siblings, and children, and their respective spouses, regardless of where they reside), and/or those living in the same household of each such employee, whether or not related, are not eligible to participate. The Promotion 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 and Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of one (1) Instant Spin and Win Game (the “Instant Win Game”).
- Sponsor:** Shoe Carnival, Inc., an Indiana corporation, 7500 East Columbia Street, Evansville, Indiana 47715 (“Sponsor”).
- Acceptance of the Official Rules:** By participating in the Promotion, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Sweepstakes and Giveaway. Winning a prize is contingent upon fulfilling all requirements. These Official Rules shall prevail should there be any discrepancies with respect to any promotional materials. All details and other restrictions regarding the Sweepstakes and Giveaway not specified in these Official Rules shall be determined by Sponsor in its sole discretion.
- Entry Period:**
 - The Instant Win Game begins on Monday, August 1, 2022 at 8:00 AM CT and ends on Sunday, September 11, 2022 at 11:59 PM CT (the “Entry Period”).
 - Winner Notification:** Immediately upon spinning.
 - Winner Redemption Period:** Winner must claim prize immediately upon notification of winning, which will occur immediately upon completion of a spin. Prizes will be mailed to each Winner (subject to Winner fulfilling the requirements set forth in Paragraph 6 of these Official Rules), 4-6 weeks after the conclusion of the Entry Period.

Shoe Carnival Headquarters clock is the official timekeeping device for the Instant Win Game.

- How to Enter:** To participate in the Instant Win Game, there are two (2) methods of entry:
 - Entry Method #1: No Purchase Necessary.** A link promoting the Instant Win Game will be shown on the Shoe Carnival website (www.shoecarnival.com) and in Shoe Carnival promotional emails. Upon clicking the link promoting the Instant Win Game, the entrant will be directed to the Shoe Carnival-hosted landing page where the Entrant will be

required to enter an email address, and must acknowledge the Entrant agrees to these Official Rules and Privacy Policy, then select the “Login” button shown on the screen. Entrant will be taken to the “Spin & Win!” page and must select the button “CLICK TO SPIN” to spin for a chance to win a prize. **Limit: There is a limit of one (1) entry per person per day.**

- **Entry Method #2: No Purchase Necessary.** During the Entry Period, text SPIN to 727375 via a mobile device. If the Entrant is a new mobile subscriber, the Entrant will receive a welcome message and be informed of the following: “Shoe Carnival: You’re almost there! Reply Y to subscribe to recurring automated personalized marketing alerts (e.g. cart reminders) from Shoe Carnival.” The Entrant will need to reply “Y” to opt-in to Shoe Carnival’s mobile program. After opting in, the Entrant will receive the following message “Shoe Carnival: Welcome! Msg & data rates may apply. Msg frequency varies. Reply HELP for help, STOP to cancel. Privacy: <https://attnl.tv/p/BI7>” The Entrant will then receive the message “Shoe Carnival: Back-to-School Inflation Buster! Spin for a chance to win FREE shoes, grocery, or, gas card! Play now: <https://shoecarnival.attn.tv/l/uPC/YKQ5r>”. The Entrant must click on the hyperlink provided in the text message which will direct the Entrant to the Shoe Carnival-hosted landing page where the Entrant will be required to enter an email address, and must acknowledge the Entrant agrees to these Official Rules and Privacy Policy, then select the “Login” button shown on the screen. Entrant will be taken to the “SPIN & WIN!” page and must select the button “CLICK TO SPIN” to spin for a chance to win a prize. **Limit: There is a limit of one (1) entry per person per day.**

Entries are limited to one (1) per person per day. The entry must fulfill all Instant Win requirements, as specified, to be eligible to win a prize. Sponsor is not responsible for contact information incorrectly provided by Entrant. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor. Entrant may not enter more times than indicated by using multiple email addresses, phone numbers, identities, or devices in an attempt to circumvent the rules. If an Entrant uses fraudulent methods or otherwise attempts to circumvent the rules, the Entrant’s submission may be removed from eligibility at the sole discretion of Sponsor.

6. **Winner Notification/Odds:** Each Winner of the Instant Win Game will be selected by random selection under the supervision of Sponsor. Winners will be notified by instant response on the Shoe Carnival landing page upon the completion of their spin. Sponsor shall have no liability for winner’s failure to receive notices due to mobile provider network internet or WiFi connection issues or other security settings or for winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within the Winner Redemption Period, which is more particularly described in §3 of these Official Rules, the prize may be forfeited, and an alternate winner will not be selected. Notwithstanding the immediately foregoing sentence, if the randomly selected Instant Win Game potential winner is a Shoe Carnival employee, then an alternate winner will not be selected, because as §1 of these Official Rules expressly states, Shoe Carnival employees are NOT eligible to participate in the Instant Win Game. Receipt by Winner of the prize offered in the Instant Win Game is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER, AT SPONSOR’S SOLE DISCRETION, WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE INSTANT WIN GAME, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Prizes:

- One Hundred Fifty (150) Instant Winners will each be awarded one (1) Fifty Dollar (\$50.00) Shoe Carnival Gift Card and a Shoe Carnival coupon for Twenty Dollars (\$20.00) off a purchase of \$99.98+.
- One Hundred Fifty (150) Instant Winners will each be awarded one (1) Fifty Dollar (\$50.00) Walmart Gift Card and a Shoe Carnival coupon for Twenty Dollars (\$20.00) off a purchase of \$99.98+.
- One Hundred Fifty (150) Instant Winners will each be awarded one (1) Fifty Dollar (\$50.00) Visa Gift Card and a Shoe Carnival coupon for Twenty Dollars (\$20.00) off a purchase of \$99.98+.

Prizes are not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by Sponsor (in its sole discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prizes are expressly limited to the items listed above and unless otherwise expressly specified, do not include taxes, gratuities, or any other expenses. 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 applicable prize. Sponsor is not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge Sponsor has not made and is not in any manner responsible or liable for, any warranties, representations, or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose. Other restrictions may apply. Void where prohibited.

8. **Notification and Delivery:** Sponsor shall not be liable for any prize notification that is lost or not received by the potential winner for any reason. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to Entrant's or any other person's computer related to or resulting from participation or downloading any materials. Sponsor is not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. In the event of a dispute, entries made by Internet will be deemed made by the authorized account holder of the phone number submitted at the time of entry, provided that person meets all eligibility requirements set forth in these Official Rules. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the phone number associated with the entry. Prizes will be mailed to each Winner (subject to Winner fulfilling the requirements set forth in Paragraph 6 of these Official Rules), four (4) to six (6) weeks after the conclusion of the Entry Period.
9. **Release and Hold Harmless:** By entering the Instant Win Game, Entrant agrees to release and hold harmless Sponsor, its subsidiaries, affiliates and each of their respective directors, officers, shareholders, employees, agents, and representatives from and against any claim or cause of action arising out of participation in the Instant Win Game or receipt or any use of any prize.

10. **Publicity:** Participation in the Instant Win Game, and/or acceptance of prize(s) constitutes Entrant's permission for Sponsor to interview, photograph, film, and record the Entrant; and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding Sponsor, and/or the Instant Win Game, for purposes of trade, publicity, or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
11. **Additional Terms and Conditions:** Upon entry into the Instant Win Game, Entrant agrees to comply with any and all applicable federal, state, and local laws, rules, and regulations. Sponsor reserves the right in its sole discretion, without prior notice at any time, to cancel, terminate, modify, or suspend the Instant Win Game, in whole or in part. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Void where prohibited.
12. **Severability:** The invalidity or unenforceability of any provision of these 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 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
13. **Disputes:** Entrant agrees (a) any and all disputes, claims, and causes of action arising out of, or connected with, the Instant Win Game, or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Vanderburgh County, Indiana, USA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Instant Win Game, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages, and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, unless otherwise provided by applicable law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Instant Win Game, shall be governed by, and construed in accordance with, the laws of State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Indiana.
14. **Privacy:** All entries become the sole property of Shoe Carnival and are subject to Shoe Carnival's privacy policy as posted on its website at the following: <https://www.shoecarnival.com/privacy-policy.html>.
15. **Official Rules:** These Official Rules will be kept in English at participating Shoe Carnival locations and online at <https://www.shoecarnival.com/content/activation>.