

Scratch & Win Digital Promotion
OFFICIAL RULES

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION. Scratch & Win Promotion (the “**Promotion**”) begins on September 16, 2022 at 8:00:00 a.m. Central Time (“**CT**”) and ends on October 16, 2022 at 11:59:59 p.m. CT (the “**Promotion Period**”). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Shoe Carnival, Inc. 7500 E. Columbia Street, Evansville, IN 47715 (“**Sponsor**”), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents residing in the fifty (50) United States, the District of Columbia, and Puerto Rico who are eighteen (18) years of age or older at time of entry are eligible to participate. Employees, officers and directors of Sponsor, CataBoom LLC, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the “**Promotion Entities**”) and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win a prize. Void where prohibited by law.

HOW IT WORKS: To participate in the Promotion, during the Promotion Period text the keyword “**WINNER**” (the “**Keyword**”) to the short code 727375 (the “**Short Code**”) to be redirected to <https://www.shoecarnival.com/content/activation> (the “**Website**”) or go directly to the Website. At the Website, complete the registration form by entering your full name, email address, and telephone number with area code, then follow the on-screen instructions to play the game as directed. Once you have completed registration, you will be informed immediately if you have won a prize, subject to verification of eligibility and compliance with these Official Rules. If you receive a message that contains any message other than a prize message, you are not an instant winner.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor’s Privacy Policy available at <https://www.shoecarnival.com/privacy-policy.html>. **Limit one (1) game play per person per day.** For purposes of these Official Rules, a ‘day’ is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:00 a.m. CT and ending twenty-four (24) hours later at 11:59:59 p.m. CT.

If you access the Website via the Short Code, you may receive one (1) or more text messages in response to your text message, including a text message confirming your entry, and legal disclaimers from the Sponsor, as well as, notification via return text, and you agree to accept any applicable charges associated therewith. By texting the Keyword to the Short Code, you agree that you are providing Sponsor express, written consent for you to receive up to eight (8) promotional text messages per month using automated technology. You may opt-out of receiving the promotional text messages from Sponsor at any time by sending a reply text message with the word “**STOP**”. By participating via text, you agree to receive recurring automated marketing text messages from Shoe Carnival at the cell number used for participation. Consent is not a condition of any purchase. For more information visit: <https://www.shoecarnival.com/smstermsandconditions.html>. The text message method of accessing the Website is designed to work with most of the major wireless providers in the United States, but Sponsor makes no guarantee that any particular wireless service provider will participate, and the mobile phone that is used to access the Website must be capable of sending and receiving text messages. Entrants should check their phone’s features to see if they have that capability. Wireless service providers may charge entrants for each text message sent and/or received, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service pricing plan. **Message and data rates apply.** Participants should consult their wireless service provider’s pricing plan for details. Participation by sending a text message will not improve your chance of winning. You are responsible for all applicable fees and taxes associated with using the Short Code. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice.

Prize Winner Determination: One (1) computer generated winning time will be randomly generated for each prize available in this Promotion. If you are the first participant to participate in the game at or after one of the randomly generated times, you will be a potential winner of the prize indicated, subject to verification of eligibility. If you are a potential prize winner, you will be provided with instructions on how to claim your prize during your online session. If you receive a message that contains any message other than a winning message, you are not a prize winner.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration as long as such person is otherwise eligible in accordance with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

PRIZES/ODDS:

One (1) \$1,000 cash prize is available.

Three Hundred (300) \$50 Shoe Carnival Gift Card Prizes are available. Gift cards are subject to separate terms and conditions imposed by issuer.

Odds of winning a prize depend on the total number of eligible plays and the time and date upon which they are entered.

The total retail value of all prizes to be awarded in this Promotion is \$16,000.

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED.

GENERAL PRIZE CONDITIONS: No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s)/offer(s) of comparable value if a prize listed is unavailable for any reason. Prize winners 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. Any potential Grand Prize winner must sign, have notarized and return an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If such potential Grand Prize winner fails or refuses to 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.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

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. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all 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 Promotion or any Promotion-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant’s or any other person’s computer system or wireless phone which is occasioned by participating in the Promotion, or 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 Promotion, 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 Promotion, 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 Promotion if it determines, in its sole discretion, that the Promotion 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 Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winners of any remaining prize from all eligible, non-suspect registered participants as of the date of the event giving rise to the termination. 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.

GOVERNING LAW: 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 PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF INDIANA 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.

WINNER’S LIST: For the names of the winners, send a self-addressed, stamped envelope to: Scratch & Win Promotion Winners, Shoe Carnival, Inc. Attention: Marketing 7500 E. Columbia Street, Evansville, IN 47715. All such requests must be received within six (6) weeks after the end of the Promotion Period.

**Spin, Scratch & Win Scratch Card Game
Official Rules**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

PROMOTION DESCRIPTION: The Spin, Scratch & Win Scratch Card Game (the "**Promotion**") takes place from September 16, 2022 through October 16, 2022 or until all available scratch cards have been distributed, whichever occurs first ("**Promotion Period**"). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Shoe Carnival, Inc. 7500 E. Columbia Street, Evansville, IN 47715 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents residing in the fifty (50) United States, the District of Columbia and Puerto Rico who are eighteen (18) years of age or older at time of entry are eligible to participate. Employees, officers and directors of Sponsor, CataBoom LLC, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win a prize/offer. Void where prohibited by law.

HOW TO GET A SCRATCH CARD: There are two (2) ways to get a Scratch Card during the Promotion Period, while supplies last:

- A. **WITH PURCHASE.** During the Promotion Period, visit a participating Shoe Carnival location, purchase two (2) or more pairs of shoes and spin the wheel. If you land on the Spin, Scratch & Win decal spot, you will receive a Scratch Card, while supplies last. Limit one (1) Scratch Card per person per day.
- B. **NO PURCHASE NECESSARY.** To request a Scratch Card without making a purchase (the "**AMOE**") send a self addressed stamped envelope to Shoe Carnival, Inc. Attention: Marketing 7500 E. Columbia Street, Evansville, IN 47715. All AMOE requests must be postmarked by October 14, 2022 and received by October 20, 2022. One (1) Scratch Card will be sent to requestors. Limit one (1) request per person per

day during the Promotion Period. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail.

TO SEE IF YOU HAVE WON A PRIZE/OFFER: Upon receiving a Scratch Card, follow the instructions on the Scratch Card to see if you have won a prize/offer. If you reveal one (1) of the available prizes/offers, you are a prize/offer winner, subject to verification of eligibility. If your Scratch Card indicates that you have won prize/offer, visit the customer service desk at Shoe Carnival to claim your prize/offer. All prize/offer claims must be received by October 31, 2022. Keep your Scratch Card until prize/offer fulfillment is complete. Sponsor reserves the right to request your Scratch Card for verification purposes.

If due to printing, production or other errors, more prizes/offers at any prize/offer level are claimed than intended, the intended prize/offer will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes/offers set forth in these Official Rules will be provided. Any Scratch Card that is mutilated, altered, copied, hand printed, forged, water damaged, manipulated or tampered with in any way, or that contains any computer programming, printing or typographical errors, will be considered void and will not be eligible for prize/offer redemption.

PRIZES/OFFERS/ODDS:

UNCLAIMED/UNREDEEMED PRIZES/OFFERS WILL NOT BE AWARDED

Prizes:

There are three hundred seventy three (373) \$250 cash prizes available. The odds of winning a \$250 cash prize are 1:536.

There are one thousand (1,000) \$50 Shoe Carnival gift card prizes available. Gift cards are subject to separate terms and conditions imposed by issuer. Each First Prize consists of a \$50 general use gift card. The odds of winning a \$50 Shoe Carnival gift card prize are 1:200.

The total retail value of all prizes available in this Promotion is \$143,250.00.

Offers:

There are one hundred thirty-nine thousand and thirty-nine (139,039) \$5 off a Shoe Carnival purchase offers available. The odds of winning a \$5 off a Shoe Carnival purchase offer are 1:2.

There are twenty-nine thousand seven hundred and seventy-four (29,794) \$4 off a Shoe Carnival purchase offers available. The odds of winning a \$4 off a Shoe Carnival purchase offer are 1:6.

There are twenty-nine thousand seven hundred and seventy-four (29,794) \$3 off a Shoe Carnival purchase offers available. The odds of winning a \$3 off a Shoe Carnival purchase offer are 1:6.

Offers must be redeemed by October 31, 2022.

GENERAL PRIZE/OFFER CONDITIONS: Any prize/offer not claimed in accordance with these Official Rules will not be awarded. No cash alternative or substitution of prizes/offers will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s)/offer(s) of comparable value if any prize/offer listed is unavailable for any reason. The winner shall be solely responsible for any federal, state and/or local taxes incurred in claiming a prize/offer.

GENERAL: Acceptance of a prize/offer constitutes prize/offer winner's permission for Sponsor and its designees to use prize/offer 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. Entrants agree that the Promotion Entities shall not be responsible or liable for, and are hereby released from, any and all 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 Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize/offer. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or 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, or stolen, requests or AMOE scratch cards; 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 Promotion, 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 Promotion, 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 scratch cards will be accepted. 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.

GOVERNING LAW: 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 PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF INDIANA 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.

WINNER'S LIST: For the names of the winners of prizes/offers valued at \$25 or more, if any, send a self-addressed, stamped envelope to: Spin, Scratch & Win Scratch Card Game Winner, Shoe Carnival, Inc. Attention: Marketing 7500 E. Columbia Street, Evansville, IN 47715. All such requests must be received within six (6) weeks after the end of the Promotion Period.