2024 UGG Season Sweepstakes Official Rules

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

- 1. Eligibility: 2024 UGG Season Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia ("DC"), (collectively, "U.S.") and the United Kingdom ("UK"), each an eligible "Country," who are at least eighteen (18) years old at the time of entry and who (a) are UGG Rewards members or (b) agree to become UGG Rewards members by entering the Sweepstakes. The Sweepstakes includes two (2) drawings, one (1) for entrants from the U.S. and one (1) for entrants from the UK. Employees of Deckers Outdoor Corporation ("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 prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** Deckers Outdoor Corporation, 250 Coromar Drive Goleta, California 93117, U.S.A. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.
- **3. Timing:** The Sweepstakes begins at 12:00 a.m. United States Eastern Time ("ET") on September 21, 2024 and ends on October 20, 2024 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter:

For U.S. Residents: During the Promotion Period. visit https://ugg-2024uggseasonsweepstakes.promo.eprize.com/ (the "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), email address (if you are already an UGG Rewards member, the email address associated with your UGG Rewards account) and agreement to these Official Rules. Membership in UGG Rewards is free. If you are not an UGG Rewards member when registering for this Sweepstakes, you will automatically become a member by completing the registration form and accepting the UGG Rewards Terms and (https://www.ugg.com/loyalty-terms-and-conditions.html) Conditions and Privacy Policy (https://www.ugg.com/privacy-policy.html).

Note: By joining UGG Rewards, you agree to receive communications with information or carefully selected commercial opportunities from Sponsor or its subsidiaries or agents on their behalf as it relates to UGG Rewards. Sponsor will hold any personal details it is entitled to hold on its own or a duly authorized agent's database for the purposes of optimizing its commercial offering to consumers, actual or potential. Any individual (or duly authorized person) may elect to exclude the name and email address of that individual from all lists used by Sponsor by submitting a removal request in writing to Sponsor at Sponsor's Mailing Address above or by clicking "unsubscribe" in any communications. PLEASE VISIT SPONSOR'S PRIVACY POLICY ON THE WEBSITE LISTED IN SECTION 13 BELOW.

By fully completing and submitting the registration form, you will receive one (1) Sweepstakes entry into the prize drawing for residents of the U.S. By entering the Sweepstakes, each participant warrants that he or she has read and agrees to abide by these Official Rules and that he or she meets all eligibility requirements for participating in the Sweepstakes.

For UK Residents: During the Promotion Period, visit https://ugg-2024uggseasonsweepstakes.promo.eprize.com/ (the "Promotion Site"). Upon visiting the Promotion Site, UK residents will be required to confirm the UK as their country of residency. Next, follow the links and

instructions to accurately complete and submit the registration form including your first and last name (initials are not sufficient), email address (if you are already an UGG Rewards member, the email address associated with your UGG Rewards account) and agreement to these Official Rules. Membership in UGG Rewards is free. If you are not an UGG Rewards member when registering for this Sweepstakes, you will automatically become a member by completing the registration form and accepting the UGG Rewards Terms and Conditions (https://www.ugg.com/uk/privacy-policy.html).

Note: By joining UGG Rewards, you agree to receive communications with information or carefully selected commercial opportunities from Sponsor or its subsidiaries. Sponsor will hold any personal details it is entitled to hold on its own or a duly authorized agent's database for the purposes of optimizing its commercial offering to consumers, actual or potential. Any individual (or duly authorized person) may elect to exclude the name and email address of that individual from all lists used by Sponsor by submitting a removal request in writing to Sponsor at customerservicesuk@ugg.com or by clicking "unsubscribe" in any communications. PLEASE VISIT SPONSOR'S PRIVACY POLICY ON THE WEBSITE LISTED IN SECTION 13 BELOW.

By fully completing and submitting the registration form, you will receive one (1) Sweepstakes entry into the prize drawing for UK residents. By entering the Sweepstakes, each participant warrants that he or she has read and agrees to abide by these Official Rules and that he or she is meets all eligibility requirements for participating in the Sweepstakes.

<u>Limit</u>: You may receive one (1) entry during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, UGG Rewards accounts, 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 and/or enroll in UGG Rewards. If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes and/or enrollment into UGG Rewards, 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 Drawings and Winner Requirements: 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 winners for each Country from all eligible entries received from residents of each of the two (2) Countries during the Promotion Period on or around October 21, 2024. Winners will be notified by email on or around October 21, 2024. The potential US Grand Prize winner (or, for residents of Alabama or Nebraska in the U.S., a 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"), 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. A US Grand Prize winner will also be required to sign and return an IRS Form W-9 for tax reporting purposes. All other potential winners will 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:

Prizes For U.S. Residents:

- ONE (1) GRAND PRIZE: One (1) Grand Prize winner will receive the following:
 - i. "UGG for a Year" fulfilled as one (1) package per month for twelve (12) consecutive months. Each package to contain an assortment of UGG footwear, apparel or accessories. Each package is valued at \$250 USD (contents in package are determined by Sponsor in its sole discretion). ARV: \$3,000 USD.
- FIVE (5) PRIZES: Five (5) winners will receive the following:
 - i. One (1) pair of UGG shoes, and one (1) tote bag (contents in package are determined by Sponsor in its sole discretion). ARV: \$310 USD.

<u>Total ARV of Prizes for U.S. Residents</u>: The total ARV of all available prizes in the Sweepstakes for U.S. residents is \$4,550 USD.

Odds of Winning: The odds of winning a prize depend on the total number of eligible entries received from U.S. residents during the Promotion Period.

Prizes For UK Residents:

- ONE (1) GRAND PRIZE: One (1) Grand Prize winner will receive the following:
 - i. "UGG for a Year" fulfilled as one (1) package per month for twelve (12) consecutive months. Each package to contain an assortment of UGG footwear, apparel or accessories. Each package is valued at £210 (contents in package are determined by Sponsor in its sole discretion). ARV: £ 2520.00.
- FIVE (5) PRIZES: Five (5) winners will receive the following:
 - i. One (1) pair of UGG shoes, and one (1) tote bag (contents in package are determined by Sponsor in its sole discretion). ARV: £300.00.

<u>Total ARV of Prizes for U.K. Residents</u>: The total ARV of all available prizes in the Sweepstakes for U.K. residents is £4020.00.

Odds of Winning: The odds of winning a prize depend on the total number of eligible entries received from UK residents 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 reasonable 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. US 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 reasonable 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 will be fulfilled approximately 8-10 weeks after conclusion of the Sweepstakes. Limit of one (1) prize per household.

7. Release:

<u>For All Entrants</u>: To the extent permitted by applicable law, each participant agrees to release, discharge, indemnify, defend and hold harmless Sponsor, Administrator and their respective parent, subsidiaries, affiliates, shareholders, employees, officers, directors, agents, representatives, advertising and promotion agencies and prize suppliers from any liability arising from or related to the Sweepstakes, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

<u>For US Entrants</u>: 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).

<u>For UK Entrants</u>: Where permitted by law, Sponsor, Administrator and their respective subsidiaries, affiliates, retailers, and agents, and each of their officers, directors, employees and agents, will not be responsible or liable to compensate a winner or accept any liability for any loss, damage, personal injury or death occurring as a result of accepting the prize except where it is caused by the negligence of Sponsor, Administrator, their affiliates, subsidiaries, retailers or agents. Statutory rights available to consumers under local laws are not affected by this paragraph.

8. Publicity: Except where prohibited by applicable law, participation in the Sweepstakes constitutes each winner's consent to have their first name, last initial, city and state/province, as applicable, publicly disclosed (see Section X) after winner confirmation is complete. Winners from the *UK acknowledge that the Sponsor may disclose relevant information about winners to the UK's Advertising Standards Authority, if necessary but retain the right to object to this information being published or to request a reduction in the amount of information published.*

<u>For US winners</u>: In addition, winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, 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.

<u>For UK winners</u>: Sponsor may also request the winner's consent to the Sponsor's use of the winner's name, prize information, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. The winner is under no obligation to grant this consent. Upon receipt of such consent, 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 reasonable 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) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its reasonable discretion. In such event, Sponsor, in its reasonable 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 reasonable 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: Except as prohibited by law, the Released Parties are not and, for the UK, Sponsor is 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) to the extent permitted by applicable law, 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 in New York, New York; (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 New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Notwithstanding the foregoing, entrants from the UK have additional rights under applicable consumer and other laws, regulations and codes in the UK. Entrants from the UK may additionally bring actions in their local courts.

- **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: When you enter this Sweepstakes, you provide certain personal data to the Sponsor, including your valid email address. For this purpose, the Sponsor is a data controller of any personal data that you provide. Where the provision of any personal data is marked as a mandatory field for the purposes of the Sweepstakes, should you refuse to provide such data, your entry into the Sweepstakes will not be valid. Personal data will be used to administer the Sweepstakes, contact potential winners and allocate the prizes, and to enroll entrants as UGG Rewards members (if not a member already) and share relevant UGG Rewards communications with such entrants. The processing of your personal information for these purposes is necessary for the performance of the contract entered between you and the Sponsor when entering the Sweepstakes. Your personal data will be retained for as long as necessary for the administration of the Sweepstakes, contacting potential winners and allocating the prizes, and for

as long as you continue to be an UGG Rewards member. Your personal data will then be archived to be used in the event of a litigation or dispute for the applicable statute of limitations, or for as long as required by applicable laws - after which point your personal data will be deleted. All personal data collected in connection with the Sweepstakes will be processed by the Sponsor and the Administrator and will be stored on servers and computer systems which are based in the United States of America. For additional information about the Sponsor's processing of any personal data that you submit, please visit Sponsor's privacy policy – For US: https://www.ugg.com/privacy-policy.html; for UK: https://www.ugg.com/uk/privacy-policy.html. Sponsor's Privacy Policies set out further details in relation to any rights that you have in relation to the data that you provide, including how to contact Sponsor. The Administrator acts in the capacity of a data processor, processing such personal data on the instructions of the Sponsor. The U.S. government maintains access rights and personal data may be subject to subsequent processing without comprehensive legal restraints (i.e., the Sponsor and/or the Administrator may be required, under U.S. law, to share your personal data with U.S. governmental authorities, courts, or other regulators).

14. Winner List: For a winner list, please <u>click here</u>. The winner list will be posted after winner confirmation is complete.

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