

DESIGNER BRANDS CANADA, INC.
DSW + YOU CONTEST
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. BY PARTICIPATING IN THE CONTEST, CONTESTANT AGREES TO BE BOUND BY THESE OFFICIAL RULES.

SPONSORED BY DESIGNER BRANDS CANADA, INC. ("SPONSOR")

The DSW Shoe Warehouse, Inc. DSW + You Contest ("Contest") encourages its fans to follow Sponsor on Instagram and tag Sponsor in a post on the fan's Instagram page to enter for a chance to win a one hundred-dollar (\$50.00) DSW gift card (the "Prize"). Winners will be chosen each week of the Entry Period (as defined below).

1) **ELIGIBILITY:** Persons entering the Contest ("Contestant") must be eighteen (18) years of age or older at the time of entry. The Contest is open to any Canadian citizen who is a resident of the Canada excluding Quebec, has a valid email address, is the authorized user or owner of a valid public Instagram account, and follows Sponsor on Instagram for no less than the time between a Submission and the time the Prize is claimed by the Contestant ("Follower"). No other persons are eligible to participate as a Contestant. Employees, officers and directors of Sponsor and its affiliated companies, subsidiaries, advertising and promotion agencies, their immediate families, and/or household members are not eligible to participate. Only one (1) Contestant per household is eligible to participate as a Contestant.

2) **TIMING:** The Contest begins on June 7, 2019 at 8:00 AM (EST) and ends on July 14, 2019 at 11:59 PM (EST) (the "Entry Period").

3) **CONDITIONS OF PARTICIPATION AND HOW TO ENTER:** Throughout the Entry Period, Sponsor will post instructions on its Instagram page asking Followers to post on their own Instagram account about specific activities or subjects (a "Submission"). To enter the Contest, Contestant must post a Submission on their own Instagram account using #SummerwithDSW in the caption and tag Sponsor's Instagram account (@dswcanada). Each Contestant may submit up to five (5) Submissions during the entire Entry Period. All Submissions must: (i) be original photographs; (ii) be owned by the Contestant; (iii) not infringe on or violate a third party's rights; (iv) not violate any law; (v) not be inappropriate, offensive, digitally manipulated, or incomplete; and (vi) be posted during the Entry Period. Sponsor reserves the right in its sole discretion to void any Submission that does not meet this criterion. Sponsor is not responsible for lost, deleted, incomplete, or late Submissions. Contestant may not use any automated system to participate and Submissions entered using automated systems will be disqualified in Sponsor's sole discretion. Sponsor's decisions are final and binding in all matters related to these Official Rules.

4) **SELECTION OF WINNER:** Sponsor or its designee will select from one (1) winner (the "Winner") each week of the Entry Period based on creativity, originality, style, and relevance. The selection of the Winner is made in Sponsor's sole discretion and is final pending confirmation of Winner's eligibility and Winner's acceptance of the Prize. Sponsor will notify the Winner via direct message on Instagram with additional instructions ("Notification"). Odds of winning are determined by the total number of Submissions. In the event of a tie, the Sponsor will select the Contestant with the most Instagram followers as the Winner. CLAIMING A PRIZE IS CONTINGENT UPON FULFILLING ALL REQUIREMENTS SET FORTH HEREIN.

5) **PRIZES:** Each Winner will be awarded one (1) fifty-dollar (\$50.00) DSW gift card, which can be used in-store or online and on any product of Winner's choice. The approximate retail value for the DSW gift card is fifty dollars (\$50.00). The Prize is non-negotiable and non-transferable, unless, at the discretion of the Sponsor, a substitute Prize of comparable or greater value is awarded because the advertised Prize is unavailable. All fees, federal, state, and local taxes, and other expenses related to the use, acceptance, and possession of the Prize, if any, are the sole

responsibility of Winner. Each Winner has forty-eight (48) hours after the time Sponsor sends the Notification to accept and complete the official Winner Notification email requests confirming acceptance of the Prize. If Winner does not claim the Prize by responding to the Notification within forty-eight (48) hours or if Winner is deemed ineligible for any reason in Sponsor's sole discretion, Sponsor reserves the right to terminate the Prize or choose an alternate winner. Alternate winners are subject to all requirements set forth in these Official Rules. Sponsor shall have no responsibility or obligation to any Winner who is unable or unavailable to accept or utilize the Prize. Within ten (10) days following the date of the Notification, Winner will be required to sign and return a Publicity Release and an Affidavit of Eligibility and Liability Release form, where legally permissible. Failure to comply with this deadline may result in forfeiture of the Prize and Sponsor's selection of an alternate Winner. DSW GIFT CARD TERMS AND CONDITIONS CAN BE FOUND ON THE BACK OF THE DSW GIFT CARD.

6) GENERAL: Contestant agrees to abide by and be bound by these Official Rules. Only Contestants that fulfill the requirements in these Official Rules are eligible to win the Contest. Decisions of Sponsor are final and binding in all matters related to these Official Rules and the Selection of Winner (as described in Section 4). The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Any Contestant suspected of tampering with or disrupting any aspect of the Contest will be disqualified. By participating in the Contest, Contestant (i) agrees to be bound by these Official Rules and Sponsor's decisions, (ii) represents and warrants that the Submission is original, owned by Contestant, and not previously published, and (iii) grants Sponsor a non-exclusive, worldwide, perpetual, royalty-free, irrevocable, sublicensable, transferable right to exploit the copyright in the Submission in any media now known or hereafter invented, without compensation or notification, except as prohibited by law.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR PERSONAL INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.

If you do not comply with these Official Rules, Sponsor reserves the right to disqualify your Submission. Sponsor reserves the right at its sole discretion to disqualify any Contestant who engages in harassment or bullying. If, for any reason, the Contest is not operating as intended, as a result of infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. In such event, Sponsor may award prizes to the most qualified Submissions from among the eligible Submissions received up to the time of the impairment. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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 the event of a dispute as to the identity of any Contestant, the authorized account holder of the email address used to enter the Contest will be deemed to be the Contestant. The "authorized account holder" is the natural person assigned to an Instagram account. Winners may be required to show proof of being the authorized account holder.

7) PUBLICITY AND USE OF DATA: Sponsor may collect personal data about Contestant in accordance with its Privacy Policy. The Privacy Policy is available at www.dsw.ca. By entering the Contest, Contestant acknowledges that Contest has read and accepted Sponsor's Privacy Policy and agrees to Sponsor's and Sponsor's agents' collection and usage of Contestant's personal information, including Sponsor's right to use of Contestant's name, opinions, hometown, state, Instagram (and other social media) handle and comments, and photos on any and all marketing collateral in Sponsor's sole discretion for promotional purposes in any media,

nationwide (including, but not limited to, on Sponsor's Shoe Lover Blog), without further payment or consideration.

8) **LIMITATIONS OF LIABILITY:** By entering the Contest, Contestant agrees to release and hold harmless Sponsor and its parents, subsidiaries, affiliates, and the officers, directors, employees, representatives, and agents of each of them (collectively, the "Released Parties") from and against any claim, liability, loss, or cause of action (each, a "Claim") arising out of or in connection with Contestant's participation in the Contest. Contestant further agrees that in connection with any Claim, the Released Parties' liability will be limited to the Contestant's cost of entering and participating in the Contest. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Contestant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest or receipt or use or misuse of any prize. In no event shall the Released Parties be liable for Contestant's attorney's fees. Contestant waives the right to claim any other additional damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. By entering the Contest, Contestant further agrees to release and hold harmless the Released Parties from any and all liability for injuries, death, or losses or damages to persons or property **AS WELL AS FROM CLAIMS OR ACTIONS BASED ON COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT, MISAPPROPRIATION, PUBLICITY RIGHTS, DEFAMATION AND/OR INVASION OF PRIVACY.**

9) **DISPUTES:** Except where prohibited, Contestant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively within the State of Ohio, County of Franklin. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Ohio.

10) **REQUEST FOR LIST OF WINNERS:** For a list of winners, please send an email request to sberman@townshoes.com between July 14, 2019 and September 7, 2019.