

THE SHOE COMPANY AND SHOE WAREHOUSE SURPRISE CARD

August 7th – September 13th, 2021
DESIGNER BRANDS CANADA INC.

OFFICIAL RULES

ELIGIBILITY. Open to legal residents of Canada (excluding Quebec) who have reached the age of majority applicable in their province or territory of residence at time of entry. Associates of Designer Brands Canada Inc. ("Sponsor") and its affiliates and members of their immediate family (defined as parents, children, siblings and spouses, regardless of where they live) and those domiciled with them are not eligible. Void where prohibited.

1. TO PARTICIPATE. Between August 7 – September 13, 2021 (the "Issuance Period"), all eligible loyalty consumers who make a purchase at a participating Shoe Company stores in Canada (excluding Quebec) (the "Territory") during regular store hours, or make a purchase online at theshoecompany.ca will receive one (1) Surprise Card (each a "Surprise Card" and collectively, the Surprise Cards) digitally, while supplies last. LIMIT: one (1) Surprise Card per consumer per transaction.

To determine your prize value on your Surprise Card, (1) take your Surprise Card to a participating The Shoe Company store in the during regular store hours between September 14 and October 11, 2021 (the "Redemption Period") and provide it to the sales associate. The sales associate will check your Surprise Card to reveal the in-store prize value. (2) Enter the online promotional code at checkout to reveal the online prize value. NOTE: Redemption of Surprise Card may only be applied to purchases made at a participating Shoe Company store in the Territory during the Redemption Period and online at theshoecompany.ca.

2. NO PURCHASE NECESSARY. To obtain a Surprise Card without making a purchase, please contact Customer Service between Monday to Friday from 9AM-5PM, Saturdays from 10AM-5PM and Sundays from 12PM to 6PM at 1-888-874-6326 during the Participation Period. LIMIT: one (1) no purchase request for a Surprise Card per person per calendar week. Sponsor is not responsible for lost, stolen, delayed, illegible, incomplete or destroyed requests, for whatever reason, or for requests which have been emailed to an incorrect address or received by Sponsor after the deadline. By redeeming your Surprise Card, you are indicating that you have read and accepted these Official Rules.

Each Surprise Card must be redeemed by the participant him or herself. All Surprise Cards must be redeemed during the Redemption Period. Surprise Cards become the exclusive property of Sponsor. Any or unused dollar amount not redeemed by the end of the Redemption Period will be void. Surprise Cards may not be purchased or sold. Not valid on gift cards, previous purchases or with any other discount or offer. Surprise Card value will not be refunded on returns or transferred to a gift card. You may not add value to a Surprise Card. Sponsor is not responsible for and won't replace Surprise Cards that are lost, stolen, damaged or used without authorization. Photocopied, mechanically reproduced, forged or altered Surprise Cards are void.

3. WINNER SELECTION AND NOTIFICATION. If there is a prize value on your Surprise Card, the prize value will be revealed on the cash register at the time your Surprise Card is swiped by the sales associate pursuant to Section 1 above. Or will be revealed online at the time of check out. Before being able to redeem the prize value on your Surprise Card, you must first correctly answer, unaided, a time-limited arithmetical skill-testing question (to be administered when you redeem your Surprise Card at a participating Shoe Company store in the Territory during the Redemption Period). Once you correctly answer the arithmetical skill-testing question, you may redeem the prize value on your Surprise Card. Sponsor's decisions on all matters relating to this Promotion are final. The Surprise Card will be forfeited if the winner is found to be ineligible or otherwise not in compliance with these Official Rules. Those under the age of majority must be accompanied by a parent or legal guardian to redeem their Surprise Card.

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4. **PRIZES.** There are a total of 350,000 Surprise Cards available (with 2 unique prizes per card) for distribution at the outset of the Promotion, consisting of the breakdown below. The number of Surprise Cards available and the odds of winning will diminish as Surprise Cards are distributed during the Promotion Period. There are a total of 350,000 Surprise Cards available for awards. Prizes and odds: 90% \$5 off; 7.396% \$10 off; 2.045% \$50 off.; 0.539% \$100 off; 0.020% \$500 off.

Surprise Card are subject to certain terms and conditions, which are listed in the issuance email of the card. Surprise Cards are non-transferable, non-exchangeable and not redeemable for cash. Sponsor reserves the right to substitute a Surprise Card for a prize of equal or greater value if a designated Surprise Card should become unavailable for any reason, or for any other reason in Sponsor's sole discretion. Sponsor makes no representations or warranties with respect to any Surprise Card. Any costs or expenses related to use or redemption of Surprise Cards are the sole responsibility of the consumer.

5. **PERSONAL INFORMATION.** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you participate in the Promotion for the purposes of administering the Promotion and Surprise Card fulfillment. By participating in this Promotion, you consent to such collection, use, and disclosure of your personal information. You may also be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming contests and promotions. By accepting and redeeming a Surprise Card, winner agrees to Sponsor's use of his/her name, city/ province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Promotion in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice.

For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: theshoecompany.ca.

6. **RIGHT TO VOID / MODIFY / SUSPEND.** Sponsor reserves the right to terminate, suspend or modify this Promotion, or these Official Rules, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole opinion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Promotion, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor may, in its sole discretion, void any suspect Surprise Cards and: (a) terminate the Promotion, or any portion thereof; (b) modify or suspend the Promotion, or any portion thereof, to address the impairment and then resume the Promotion, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the Surprise Card from among the eligible, non-suspect Surprise Cards received up to the time of the impairment in accordance with the winner selection criteria discussed above.

7. **LIMITATIONS OF LIABILITY AND RELEASES.** By participating in this Promotion, participants agree to release and hold harmless Sponsor, together with its respective affiliates and related companies, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Promotion, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Promotion and their respective officers, directors, employees, agents, and other representatives (the "Releasees") from and against any and all claims, injury or damage (including without limitation direct, indirect, incidental, consequential or punitive damages), to persons or property, arising out of or relating to (a) entry or participation in this Promotion, (b) any claims based on personality or privacy rights, defamation or Surprise Card delivery, or (c) the possession, use, misuse, or redemption of a Surprise Card, or the merchandise in which it is redeemed, if applicable.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

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Without limiting the foregoing, the Releasees and any of Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Promotion participants, or by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of Surprise Cards in the Promotion; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Surprise Cards; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

8. GENERAL CONDITIONS. Participation in this Promotion constitutes agreement by participant to these Official Rules. Redeeming a Surprise Card is contingent on fulfilling all the requirements set forth herein. All Surprise Cards are subject to verification. Proof of submission does not constitute proof of receipt. Participants agree to abide by these Official Rules. Promotion is subject to all applicable federal, state, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her Surprise Card, or the cash value thereof. Sponsor reserves the right to disqualify any participant where it is suspected or evident that tampering with the Promotion operation, or a violation of these Official Rules, has occurred. **WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**