J.Crew Passport to Nantucket Official Rules

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

- 1. Eligibility: J.Crew Passport to Nantucket (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry and who are J.Crew Passport customer loyalty program members. Membership is free but subject to the listed Terms and Conditions. Employees of J.Crew Group, LLC ("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 the prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** J.Crew Group, LLC, 225 Liberty St., New York, NY 10281. **Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Sweepstakes begins on May 1, 2025 at 4:00 a.m. Pacific Time ("PT") and ends on May 31, 2025 at 11:59 p.m. PT (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Sweepstakes.
- **4. How to Enter:** During the Promotion Period, visit https://www.jcrew.com/l/account/rewards ("Promotion Site") and follow the instructions to log into your J.Crew Passport customer loyalty program account ("Account"). Next, locate the Sweepstakes banner and follow the links and instructions to agree to these Official Rules and register for the Sweepstakes. You will receive one (1) entry into the Sweepstakes. Limit: You may register one (1) time during the Promotion Period.

There are two (2) ways to earn additional Sweepstakes entries, as outlined below:

- a. Make a J.Crew Purchase: After you register for the Sweepstakes, during the Promotion Period, make a J.Crew store purchase and provide the store associate with the email address linked to your Account at checkout, or make an online purchase at jcrew.com and make sure to sign into your Account before making your purchase. You will receive one (1) additional entry into the Sweepstakes for your valid purchase.
- b. Mail-in Alternate Method: To earn a bonus entry without purchase, print your name, address, phone number, email address associated with your Account, and date of birth on a piece of paper and mail it in an envelope with proper postage to "J.Crew Passport to Nantucket," c/o Merkle Inc., P.O. Box 5025, Department 866707, Kalamazoo, MI 49003-5025. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by May 31, 2025 and received by June 6, 2025. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: You may receive up to ten (10) additional Sweepstakes entries, regardless of method of entry or combination thereof (either by making purchases, sending in mail-in entries, or a combination of the two (2) methods of entry).

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries, and that entrant may be disgualified. 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 or to enroll in J.Crew Passport customer loyalty program. If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes or enrollment into J.Crew Passport customer loyalty program, 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 Drawing: Administrator is an independent organization whose decisions as to the selection of the potential winner are final and binding. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around June 13, 2025. The potential winner will be notified by email. The potential Grand Prize winner 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 five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If potential winner 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 the potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the Grand Prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, time permitting, after which the prize will remain un-awarded.

6. Prize:

ONE (1) GRAND PRIZE: A trip for two (2) to Nantucket, MA. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Nantucket, MA; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); J.Crew popup event for two (2) at Faraway Hotel (all details are determined by Sponsor in its sole discretion); dinner for two (2) at Sister Ship Restaurant (up to \$600.00; all details are determined by Sponsor in its sole discretion); and a suitcase filled with J.Crew products for winner only (valued at \$2,000). Winner must travel on July 10, 2025 and return on July 13, 2025 or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner and winner's guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they wish to obtain (at their own expense) and hereby acknowledge that Sponsor has not, and will not, obtain or provide travel insurance or any other form of insurance. Sponsor is not responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the hotels, venue operators, transportation companies, Prize providers or any other persons or organizations providing any Prize-related services or accommodations. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. By traveling and attending event, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19. Winner and travel companion are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize of elements of the

prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$9,400. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

Sponsor will also provide winner a check for \$4,050, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.

Total ARV of Grand Prize: \$15,450.

The odds of winning the prize depend on the total number of eligible entries received during the Promotion Period. Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole 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. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Winner 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 sole 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 are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- **7. Release:** 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) while preparing for, participating in, and/or traveling to or from any Sweepstakes-related activity, including, without limitation, any injury, damage, death, loss, or accident to/of person or property.
- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, social handle, 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.
- **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 sole discretion. In such event, Sponsor, in its sole 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 sole 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 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: The Released Parties are 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) 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 by law, any and all disputes, claims, and causes of action between an entrant and any Released Party arising out of or connected with this Sweepstakes or these Rules must be resolved individually, without resort to any form of class action or legal action on behalf of any group, as set forth further in the in J.Crew Passport customer loyalty program Terms and Conditions.
- **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:** Information collected from entrants is subject to **Sponsor's Privacy** Policy.
- **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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