

Lane Bryant \$500 Gift Card Giveaway

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

EACH POTENTIAL WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR OR ADMINISTRATOR (DEFINED BELOW) WITHIN FIVE (5) DAYS IN ACCORDANCE WITH THE NOTICE FROM SPONSOR OR ADMINISTRATOR OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION). FOR TEXT MESSAGES, STANDARD MESSAGE AND DATA RATES MAY APPLY TO EACH TEXT SENT OR RECEIVED, DEPENDING ON YOUR RATE PLAN.

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE TAKING ANY ACTION IN RELATION TO THE PROMOTION. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU, A LIMITATION OF YOUR RIGHTS AND REMEDIES, BINDING ARBITRATION OF CLAIMS, WAIVING CLASS ACTION CLAIMS, AND WAIVING THE RIGHT TO TRIAL BY JURY, AS PERMITTED BY APPLICABLE LAW.

1. Overview: The Lane Bryant \$500 Gift Card Giveaway ("Promotion") is a "Quikly®" campaign where eligible individuals (see below for eligibility requirements) (each a "Participant") may participate in the promotion by using a mobile device or computer to (a) sign up to participate in the campaign, and then (b) respond by text message or email when a notification is published that the campaign is going "live." The more quickly a Participant responds when the campaign goes live, the higher value prize they'll be competing to get, as described in Section 7 below.

2. Eligibility: The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of participation and have a mobile device with a valid phone number to confirm opt-in to the Quikly platform. Employees of Lane Bryant Brands Opco LLC ("Sponsor"), Quikly, Inc. ("Administrator"), and their parents, subsidiaries, affiliates, promotion and advertising agencies (collectively, with Sponsor and Administrator, the "Released Parties"), and members of their immediate families (spouse and parents, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. The Promotion is void where prohibited. Participation constitutes Participant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Sponsor: Lane Bryant Brands Opco LLC, 8323 Walton Parkway, New Albany, OH 43054.

4. Administrator: Quikly, Inc., 1505 Woodward Ave., 4th Floor, Detroit, MI 48226.

5. Timing: The opt-in period begins on April 12, 2022 at 5:00 a.m. Eastern Time ("ET") and ends as soon as the live release in the Quikly campaign occurs, which shall be no later than April 30, 2022 at 11:59 p.m. ET (the "Promotion Period"). The Administrator's database computer is the official time-keeping device for this Promotion.

6. How to Participate: If you select to receive notification via text, standard text message and data rates may apply. During the Promotion Period, eligible individuals can participate by visiting quikly.com/q/gkEhNgb (the "Site"), clicking the "I Want In" button, and following any further instructions to enroll to participate in the Promotion. You will have the option of participating via email or text. Once you've opted-in, you're in. At some point during the Promotion Period, the Administrator will push a notification message to you via email or text (depending on the preference selected at time of enrollment) announcing that the Quikly campaign is live. That is the signal to respond. You must click on the link in that notification. Your speed in responding (clicking on the link) will determine your chance of winning a prize as set forth below. (**Note:** Sponsor encourages safe practices when texting and to never text while driving.) You can receive advanced notice that the Quikly is about to go live as follows:

- Three (3) minutes advanced notice for every eligible person who opts-in from your referral through the referral page in the Site (Anyone eligible who opts-in through your referral will receive two (2) minutes advanced notice that the Quickly campaign is about to go live. **Please refer only friends and family who are eligible to enter the sweepstakes.** Entrants can send the link to friends and family via their own email and/or post it via their social media accounts. **Entrants should invite only people they know and who they think would want to receive the invitation – no spamming. PLEASE NOTE THAT WHENEVER YOU SHARE YOUR PERSONAL LINK WITH A FRIEND/FAMILY MEMBER YOU SHOULD INCLUDE A STATEMENT THAT YOU WILL BE ABLE TO BE NOTIFIED SOONER ABOUT THE GIVEAWAY IF YOUR FRIEND ENTERS VIA YOUR REFERRAL COMMUNICATION.);**
- Six (6) minutes advanced notice for following @lanebryant on Instagram via the pop-up box presented after clicking “I Want In” and entering your Instagram username for verification.

There is a ninety-nine (99) minute maximum amount of advanced notice a Participant can accrue during the Promotion Period.

Signing up for the Promotion via text shall constitute your prior written consent and signature and is your agreement to receive up to four (4) text messages via autodialer for this Promotion from Sponsor and/or Administrator. For help text HELP to 34653 and to stop receiving SMS text messages, text STOP to 34653. Consent not required to make a purchase. Normal phone/usage/subscription access charges imposed by your phone service provider will apply. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. The Sponsor and Administrator are not responsible for service outages, message failures, transmission delays, or any other factor affecting the availability or performance of the text messaging service.

In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between or other statements contained in any Promotion-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Participants waive any right to claim ambiguity in Promotion or these Official Rules.

Participants are not permitted to share the same email and/or phone number. Any attempt by any Participant to obtain more than one (1) opt-in or prize by using multiple/different email addresses, phone numbers, or any other methods will void that Participant's participation and that Participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any opt-in, the authorized account holder of the phone number or email address used to register will be deemed to be the Participant, provided that person otherwise meets the eligibility requirements in these Official Rules. Each potential winner may be required to show proof of being an authorized account holder.

Proof of response (such as an automated computer or text receipt screen or message) does not constitute proof of actual response or response time. Those who do not provide the required information or abide by these Official Rules and other instructions of Sponsor and its representatives (including Administrator) will be disqualified and participation will be void in Sponsor's sole discretion. As a condition of participating in the Promotion, each Participant gives consent for Sponsor and Administrator to obtain and deliver his or her name, phone number and other personally identifiable information to third parties for the purpose of administering this Promotion and complying with applicable laws, regulations and rules.

7. Prizes and Notification:

Respond to the go-live notification as fast as you can. Subject to verification, eighteen (18) winners will receive prizes consisting solely of:

- Fastest person: One (1) five-hundred-dollar (\$500.00 US) Lane Bryant Gift Card, and one for the individual who referred them into the campaign, if applicable;
- 2nd fastest person: One (1) two-hundred and fifty-dollar (\$250.00 US) Lane Bryant Gift Card, and one for the individual who referred them into the campaign, if applicable;

- 3rd fastest person: One (1) one-hundred dollar (\$100.00 US) Lane Bryant Gift Card, and one for the individual who referred them into the campaign, if applicable;
- 4th to 8th fastest person: One (1) fifty dollar (\$50.00 US) Lane Bryant Gift Card, and one for the individual who referred them into the campaign, if applicable;
- 9th to 18th fastest person: One (1) twenty-five dollar (\$25.00 US) Lane Bryant Gift Card, and one for the individual who referred them into the campaign, if applicable;

The ARV of all prizes in this Promotion is one thousand, three hundred fifty dollars (\$1,350.00 US).

Participants are only allowed to be awarded one prize in this promotion. Matching prizes for referrals will be fulfilled approximately 1-2 weeks after winner confirmation. Prizes are 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 or prize component for one of equal or greater value if the designated prize or prize component should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Each winner may be issued a 1099 tax form for the actual value of his/her prize. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Gift cards are subject to additional terms described thereon or in their accompanying materials. Except as provided in their terms, gift cards are not redeemable for cash and will not be replaced if lost or stolen. Any gift card awarded as a prize is exempt from Sponsor's return policy and may not be returned or exchanged except as provided by its terms. Additional restrictions may apply. ***Likelihood/odds of winning a prize depends on the speed with which a participant responds to the go-live notification relative to the speed of all other participants.***

8. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's, Administrator's, and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media now known or hereafter discovered or devised (including, without limitation, on the Internet) worldwide, without further payment or consideration, without any limitation of time, without notice, review, or approval, and each Participant releases all Released Parties from any and all liability related thereto.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, or if it becomes incapable of running as planned for any reason or if any causes beyond the reasonable control, as determined by Sponsor in its sole discretion. In such events, Sponsor, in its sole discretion, shall determine the best method for distributing any or all of the prizes offered herein to valid Participants. Without limiting any other provision in these Official Rules, the Released Parties are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the prize or any part thereof in the event that any of the Promotion activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Promotion 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 undermine the legitimate operation of the Promotion 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. The invalidity or unenforceability of any provision of these Official Rules will 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 will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be acting in an obnoxious, offensive, unsportsmanlike, or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person.

10. Additional Disclaimers: Released Parties assume no responsibility and will not be liable for any of the following, whether caused by a Released Party, the Participant, or by human or other error: participation by illegitimate means (including, without limitation, any automated computer program); lost, late, incomplete, misdirected, stolen, garbled, unintelligible, or illegible email, mail, text messages, or Promotion-related correspondence or materials or any postage-due mail; address changes of Participants or communications not received in accordance with these Official Rules; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; technical, hardware, or software malfunctions of any kind; unavailable cable, cellular, wireless, internet, or satellite systems; failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic or other communications; errors, typos or misprints in these Official Rules, in any Promotion-related advertisements, or other materials; failures of any of the equipment or programming associated with or utilized in the Promotion; lost or unavailable network connections; failed, or inaccurate transmission of, or failure to receive any information on account of technical problems or failures of any wireless, cellular or Internet service providers; unauthorized human and/or mechanical intervention in any part of the Promotion; or technical or human error which may occur in the administration of the Promotion or the processing of email or text messaging. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Terms and Conditions to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Limitations of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EACH PARTICIPANT AGREES TO RELEASE, DISCHARGE, HOLD HARMLESS AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, DAMAGES, DISABILITY, AND COSTS OF LITIGATION AND SETTLEMENT, AS WELL AS ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PRIZE OR PROMOTION RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT OR OF PERSON OR PROPERTY. THE PRIOR LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT THE RELEASED PARTIES' OBLIGATION (IF ANY) TO PAY PREVAILING PARTY COSTS OR FEES IF RECOVERABLE PURSUANT TO APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE THE RELEASED PARTIES' LIABILITY FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE RELEASED PARTIES, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL, WILLFUL, MALICIOUS, OR RECKLESS MISCONDUCT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW) WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF ANY PART OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

12. Disputes and Governing Law: YOU AGREE THAT THESE OFFICIAL RULES AND YOUR PARTICIPATION IN THE PROMOTION ARE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DETROIT, MICHIGAN. BOTH YOU AND SPONSOR WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING OR RESOLVE ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION. NOTWITHSTANDING ANY PROVISION IN THE JAMS (DEFINED BELOW) RULES TO THE CONTRARY, THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY OR ANY JURISDICTION TO HEAR THE ARBITRATION AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR TO CONSOLIDATE, JOIN, OR OTHERWISE COMBINE THE CLAIMS OF DIFFERENT PERSONS INTO ONE PROCEEDING.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH AGREE TO FINALLY SETTLE ALL DISPUTES ONLY THROUGH ARBITRATION; PROVIDED, HOWEVER, THE SPONSOR SHALL BE ENTITLED TO SEEK INJUNCTIVE OR EQUITABLE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN DETROIT, MICHIGAN, AND ANY OTHER COURT WITH JURISDICTION OVER THE PARTIES. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND REVIEW IS LIMITED. THE ARBITRATOR'S DECISION AND AWARD IS FINAL AND BINDING, WITH LIMITED EXCEPTIONS, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. THE PARTIES AGREE THAT, EXCEPT AS SET FORTH ABOVE, ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PROMOTION WILL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SOLE ARBITRATOR UNDER THE STREAMLINED ARBITRATION RULES PROCEDURES OF JAMS INC. ("JAMS") OR ANY SUCCESSOR TO JAMS. THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF DETROIT. IN THE EVENT JAMS IS UNWILLING OR UNABLE TO SET A HEARING DATE WITHIN FOURTEEN (14) DAYS OF THE FILING OF A "DEMAND FOR ARBITRATION," THEN EITHER PARTY CAN ELECT TO HAVE THE ARBITRATION ADMINISTERED BY ANOTHER MUTUALLY AGREEABLE ARBITRATION ADMINISTRATION SERVICE WHO WILL HEAR THE CASE. DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDINGS THAT INVOLVE ANY CLAIMS OR CONTROVERSY OF ANOTHER PARTY, INCLUDING ANY CLASS ACTIONS OR CLASS ARBITRATIONS; PROVIDED, HOWEVER, IF FOR ANY REASON ANY COURT OR ARBITRATOR HOLDS THAT THIS RESTRICTION IS UNCONSCIONABLE OR UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE DOES NOT APPLY AND THE DISPUTE MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN WAYNE COUNTY, MICHIGAN. SPONSOR AGREES TO PAY THE ADMINISTRATIVE AND ARBITRATOR'S FEES IN ORDER TO CONDUCT THE ARBITRATION (BUT SPECIFICALLY EXCLUDING ANY TRAVEL OR OTHER COSTS OF PARTICIPANT TO ATTEND THE ARBITRATION HEARING). EITHER PARTY MAY, NOTWITHSTANDING THIS PROVISION, BRING QUALIFYING CLAIMS IN SMALL CLAIMS COURT. IN NO EVENT WILL YOU SEEK OR BE ENTITLED TO RESCISSION, INJUNCTIVE OR OTHER EQUITABLE RELIEF OR TO ENJOIN OR RESTRAIN THE OPERATION OR EXPLOITATION OF THE PROMOTION. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER EXEMPLARY, CONSEQUENTIAL, INCIDENTAL DAMAGES, OR LOST PROFITS, AND THE AGGREGATE LIABILITY OF THE RELEASED PARTIES WILL NOT EXCEED TEN (\$10.00 USD) DOLLARS, AND YOU FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

13. Participant's Personal Information: Information collected from participants is subject to Administrator's Privacy Policy available at <https://www.quickly.com/page/privacy> and Sponsor's Privacy Policy available at <https://www.lanebryant.com/help/privacy-policy>.