

## **Terry Crews Megastar Giveaway Instant Win Game OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**VOID IN AK, CA, CT, DC, HI, MD, ME, MN, NV, NH, NM, NY, OR, RI, VT, WA, & WHERE PROHIBITED.** The Terry Crews Megastar Giveaway Instant Win Game (the "Game") begins on or about 12:00:01 a.m. Eastern Time ("ET") on July 18, 2023 and ends at 11:59:59 p.m. ET on September 5, 2023 ("Game Period"). The Game is intended for viewing and participation by individuals who are legal residents of the United States or Puerto Rico excluding AK, CA, CT, DC, HI, MD, ME, MN, NV, NH, NM NY, OR, RI, VT & WA) and will be governed solely by the laws of the United States. Sponsor's time clock will be the official clock of the Game.

**ELIGIBILITY:** The Game is open to legal residents of the United States OR Puerto Rico (excluding **AK, CA, CT, DC, HI, MD, ME, MN, NV, NH, NM, NY, OR, RI, VT & WA**) who are at least 18 years of age, at the time of participation. Employees, officers, directors and agents of Shoe Carnival, Inc. ("Sponsor"), McCann, Momentum, Promotion Management Center ("Administrator"), the media partners; printers; advertising agencies, marketing agencies, and any other third parties involved with the development or administration of this Game; and all of their respective parent, subsidiary and affiliated companies (collectively, the foregoing entities will be referred to as the "Game Entities"); and those individuals' immediate family members (including spouse, parents, grandparents, grandchildren, siblings, and children, including in-laws of any of the foregoing) and those living in the same household of each (people who have shared the same residence at least three months over a period of one year prior to the start of the Game Period) are not eligible to participate or win.

### **HOW TO PLAY THE GAME:**

To win a prize, you must have a scratch-off game piece ("Game Piece"). You can receive chance to win a Game Piece by spinning the game wheel ("Game Wheel"). Not all spins of the Game Wheel will result in the award of a Game Piece—five of the 16 sections of the Game Wheel will be devoted to Game Pieces. Each spin of the Game Wheel will be referred to as a Game Play. There are two ways to receive a Game Play—in-store with purchase and via mail-in request.

**In-store:** To receive a Game Play in-store during the Game Period, visit a participating Shoe Carnival retail location ("Location") during regular business hours and purchase at least three pairs of shoes (all shoes must be on the same receipt) to receive one spin of the Game Wheel for a chance to win a Game Piece, while Game Piece supplies last.

**Mail-in:** To receive a Game Play without visiting a Location and making a purchase, send a 3 ½" x 5" card with your name, address, city, state /territory, ZIP/postal code, phone number and date of birth to: Terry Crews Megastar Giveaway, Dept 13269, PO Box 5018, Stacy, MN 55078-5018 and Administrator will make a Game Play on your behalf, while Game Piece supplies last. Mail-in requests must be original and handwritten. Each request must be mailed separately, postmarked by September 6, 2023, and received by September 20, 2023. Photocopies or mechanically or electronically reproduced mail-in Game Play requests are invalid.

Limit 10 Game Play per person during the Game Period, regardless of method of entry. Game Play requests in excess of limit may be voided, at Sponsor's sole discretion, and requesting participant may be disqualified and participant's prize(s), if any, may be forfeited. Forfeited prizes will be deemed unclaimed. By requesting a Game Play, participants agree to be bound by these Official Rules. Sponsor is the official timekeeper for the Promotion. All information collected during a Game Play becomes the exclusive property of the Sponsor and will not be acknowledged or returned, and no correspondence will be entered into except as otherwise provided herein. Any individual who attempts to play using

false contact information or under multiple identities or who uses any unauthorized device or artifice, as determined by the Sponsor, will be disqualified. The use of automated devices or any other conduct that impedes the integrity of the Promotion is prohibited. Promotion Entities are not responsible for technical, hardware or device malfunctions of any kind, or for incomplete, inaccurate, garbled or delayed communications caused by the participant, or by any of the equipment or programming associated with or used in the Promotion that may limit the ability to participate, or by any human error that may occur in the processing of the Game Plays or in the Promotion or other failures of any sort, fire, epidemic, explosion, act of God, riot or civil disturbance, war, terrorist threat or activity, any federal, state or local government law, or any other cause not reasonably within Promotion Entities' control. Promotion Entities are not responsible for printing errors in these Official Rules or on Game Pieces.

**HOW TO PLAY THE GAME:** To make a Game Play, you must grab the Game Wheel with one or two hands and turn the Game Wheel clockwise. A valid Game Play must complete at least one full revolution of the Game Wheel after you let go of the Game Wheel. If the Game Wheel does not complete a full revolution, you will be allowed another spin until you successfully complete a revolution. If you are incapable of turning the Game Wheel, you may ask staff at the Location for assistance to complete a valid Game Play. You must allow the Game Wheel to stop spinning without outside interference—once you release the Game Wheel to start the Game Play, you may not touch or otherwise interfere with the rotation of the Game Wheel. The Game Wheel will be divided into pie-shaped sections (each, a "Section"). If there is a malfunction with the Game Wheel, you will receive a re-play until the Game Wheel functions properly, provided that is possible. The Sponsor reserves the right in its sole discretion to disqualify any person or Game Play that in the Sponsor's sole discretion does not comply with these Official Rules. If you are participating via mail-in entry. Administrator staff will complete a Game Play on your behalf.

**WINNING A GAME PIECE:** If the arrow comes to a rest on a section of the Game Wheel designated for a Game Piece, you will win a Game Piece. If you are participating at a Location, you will be given the Game Piece at the Location at the time of the Game Play. If you are participating via the mail-in method, your Game Piece will be mailed to the address you provide with your request for a Game Play. If there is any question where the arrow has come to rest, the Sponsor will make that determination in its sole discretion.

**GAME PIECES:** Game Pieces void if stolen, fraudulently obtained, or obtained outside authorized, legitimate channels or if otherwise not in compliance with these Official Rules. Game Pieces void if forge, defaced, mutilated, duplicated, altered, or otherwise manipulated by participant. Sponsor may void Game Pieces containing printing, typographical, production, mechanical or other error. Remedy for Game Pieces containing verified printing or other errors is limited to replacement with another Game Piece, while supplies last.

**ODDS OF WINNING A GAME PIECE:** There are 550,000 Game Pieces available. Odds of winning a Game Piece are 1:3.2.

**WINNING A PRIZE:** To see if you are a prize winner, scratch off your Game Piece to reveal the hidden message. If your Game Piece includes a winning message ("Winning Game Piece"), you are a potential winner of the prize indicated, subject to verification and compliance with these Official Rules. If your Game Piece does not include a winning message, you are not a winner of a prize. Potential winning Game Pieces are subject to Sponsor verification. Sponsor decisions in all aspects of the Game are final and binding. See Claiming Prizes Section below on how to claim your prize. Limit one grand, first, second, or third prize per person.

**ODDS OF WINNING:** If you receive a Game Piece, odds of winning are as follows: grand prize, 1:550,000; 1<sup>st</sup> prize, 1:550,000; 2<sup>nd</sup> prize, 1:111,000; 3<sup>rd</sup> prize, 1:22,000; 4<sup>th</sup> prize, 1:3,437.5; 5<sup>th</sup> prize, 1:1,100; 6<sup>th</sup> prize, 1:11; 7<sup>th</sup> prize, 1:11.02; 8<sup>th</sup> prize, 1:7.35; and 9<sup>th</sup> prize, 1:1.49.

**PRIZES (550,000):**

**Grand Prize:** A six day/five-night trip for winner and three guests to Los Angeles, CA. Trip package consists of roundtrip, coach-class air transportation for winner and three guests from a major gateway airport nearest winner's home (determined by Sponsor in its sole discretion) to Los Angeles, CA; five nights standard accommodations at a hotel to be determined by the Sponsor (single room, quad occupancy); an opportunity for a charitable experience with Terry Crews (at a date and time determined by Sponsor and Terry Crews in their sole discretion); ground transportation awarded as a \$1,000 cash card; four VIP experience tickets for a film studio and theme park in the Los Angeles area; four tour plus tickets for a film studio in the Los Angeles area; and \$15,000 spending money for winner only, awarded in the form of \$15,000 cash card. The approximate retail value ("ARV") of the grand prize is \$25,000. Cash card and ticket terms and conditions apply. Winner and guests must travel on the same itinerary. Actual value may vary based on air transportation fluctuations and distance between departure and destination. If actual value is less than the stated ARV, the difference in prize value will not be awarded. If winner lives within 250 miles of Los Angeles, winner will receive \$250 cash card in lieu of airfare and difference in prize value will not be awarded. If any portion of this prize becomes unavailable, that portion of the prize will not be awarded, and no alternative will be provided. If Terry Crews is unavailable for the Terry Crews experience for any reason, no alternate prize will be awarded. Winner may be required to present a major credit card at hotel check-in for incidentals. Grand prize winner and guests are responsible for all necessary travel authorizations; medical and travel insurance (and all other insurance); valid travel documents (i.e., valid photo ID, passports, visa, etc.); and all expenses and costs not expressly listed above, including, but not limited to, taxes, tips, meals, entertainment, transfers, and transportation. If a guest of the grand prize winner is a minor, that guest must be accompanied at all times by the guest's parent or legal guardian. All grand prize travel must be completed on dates specified by Sponsor or prize will be forfeited, and the deadline to complete the travel is January 31, 2024. Dates of departure and return are subject to change. Certain restrictions and blackout dates may apply. Seat selection and timing of trip subject to availability and confirmation of reservations. No refunds or credit for changes are allowed. Awarding of grand prize is subject to verification of all required Affidavit of Eligibility, Waiver of Liability and Publicity Release Forms and compliance with these Official Rules.

**First Prize (1):** A \$10,000 cash card.

**Second Prizes (5):** A \$1,000 cash card.

**Third Prizes (25):** A \$500 Shoe Carnival gift card and one Terry Crews autographed sneaker. ARV: \$541.35.

**Fourth Prizes (160):** A \$250 cash card. Awarded as a digital code.

**Fifth Prizes (500):** A \$100 cash card. Awarded as a digital code.

**Sixth Prizes (50,000):** A \$10 cash card.

**Seventh Prizes (49,931):** \$5 in Shoe Carnival Rewards.

**Eighth Prizes (74,896):** \$4 in Shoe Carnival Rewards.

**Ninth Prizes (374,481):** \$3 in Shoe Carnival Rewards.

Total ARV of all prizes: \$2,315,215.75. Cash card, Shoe Carnival gift card, Shoe Carnival Rewards, theme park ticket, and film studio ticket terms and conditions apply.

All prizes are nontransferable, except at Sponsor's sole discretion. Prize details and availability are subject to change, in which case Sponsor may substitute a prize of equal or greater value. No substitutions or cash redemptions, except at Sponsor's sole discretion.

#### **CLAIMING PRIZES:**

**All prize claims must be received by Sponsor no later than October 5, 2023.** You are not a winner until your claim is verified. All prize claims are subject to verification by the Sponsor.

**\$3, \$4 AND \$5 SHOE CARNIVAL REWARDS CARDS:** Visit a participating Shoe Carnival Location and present the original winning Game Piece to cashier at the checkout counter. Valid in store only. One-time use only. No cash back. Must surrender Game Piece at time of use.

**\$10 CASH CARD: In-Store:** Visit participating Shoe Carnival Location and present original winning Game Piece to cashier at checkout counter to receive your \$10 cash card. One-time use only. No cash back. Must surrender Game Piece at time of use. **Online:** Visit [www.megastargiveaway.com](http://www.megastargiveaway.com) and complete the prize claim registration including but not limited to name, address, email, phone, date of birth, Location where Game Piece was received (or note if Game Piece was received by mail-in method of entry), and agree to the Official Rules. You will be required to enter the unique code found under the prize description on the front of the Game Piece. You will also be required to upload a photo/image of the front of your Game Piece. You will receive a confirmation message onscreen. If your prize claim is valid, an email will be sent to the email address submitted during registration containing the cash card code within two to four weeks after verification.

**\$100 CASH CARD, \$250 CASH CARD:** Visit [www.megastargiveaway.com](http://www.megastargiveaway.com) and complete the prize claim registration including but not limited to name, address, email, phone, date of birth, Location where Game Piece was received (or note if Game Piece was received by mail-in method of entry), and agree to the Official Rules. You will be required to enter the unique code found under the prize description on the front of the Game Piece. You will also be required to upload a photo/image of the front of your Game Piece. You will receive a confirmation message onscreen. If your prize claim is valid, an email will be sent to the email address submitted during registration containing the cash card code approximately two to four weeks after verification.

**\$500 SHOE CARNIVAL GIFT CARD AND TERRY CREWS AUTOGRAPHED SNEAKER:** Visit [www.megastargiveaway.com](http://www.megastargiveaway.com) and complete the prize claim registration including but not limited to name, address, email, phone, date of birth, Location where Game Piece was received (or note if Game Piece was received by mail-in method of entry), and agree to the Official Rules. You will be required to enter the unique code found under the prize description on the front of the Game Piece. You will also be required to upload a photo/image of the front of your Game Piece. You will receive a confirmation message onscreen. If your prize claim is valid, your prize will be sent to the address submitted during registration approximately two to four weeks after verification.

**GRAND PRIZE, FIRST PRIZE, AND SECOND PRIZE:** Visit [www.megastargiveaway.com](http://www.megastargiveaway.com) and complete the prize claim registration including but not limited to name, address, email, phone, date of birth, Location where Game Piece was received (or note if Game Piece was received by mail-in method of entry), and agree to the Official Rules. You will be required to enter the unique code found under the prize description on the front of the Game Piece. You will also be required to upload a photo/image of the front of your Game Piece. You will receive a confirmation message onscreen. If your prize claim is valid, an email will be sent to the email address submitted during registration with additional instructions on how to claim your prize.

Grand, first, and second prize winners will be required to mail original, potential winning Game Piece indicating the prize together with a 3" x 5" card containing your complete and accurate name, address, city, state/province/territory, ZIP/postal code, home telephone number via certified to an address disclosed in the winner correspondence. You should keep a photocopy of your Game Piece and certified mail receipt for your records. Photocopy and receipt are not proof of winning.

If a potential winner is: (a) not in compliance with these Official Rules (including eligibility requirements); (b) fails to comply with the deadlines set forth herein; (c) declines the prize; (d) cannot be contacted using the information provided to Sponsor in connection with prize claim; or (e) in the case of grand prize winner, unwilling or unable to travel on the dates designated by Sponsor, or if notification is undeliverable, prize will be forfeited. Sponsor will attempt to notify potential grand, first, and second prize winners via email using the information provided at the time of entry approximately two business days from the date of the prize claim submission. Potential Grand prize winner must complete, sign, and return the Affidavit of Eligibility, Liability and, except where prohibited by law, Publicity Release Forms, and the guests (and parent or legal guardian of guest who is a minor) must complete and sign a Guest Release form within three business days of receipt of prize notification. Potential first and second prize winners must complete, sign, and return the Affidavit of Eligibility, Liability and, where prohibited by law, Publicity Release Forms, within three business days of receipt of prize notification. Grand, first, and second prize winners agree to complete a Form W-9 and return all documents to the Sponsor, if requested. If required by law, the Sponsor shall cause a Form 1099-MISC to be submitted to the IRS reflecting the value of the prize.

**CONDITIONS APPLICABLE TO ALL PRIZES:** Only the number of prizes stated in these Official Rules will be awarded. If more winning Game Pieces are distributed or more prizes are legitimately claimed than are intended to be awarded as set forth in these Official Rules, then Sponsor reserves the right to award prizes in a random drawing from among all verified claims received for each prize. All properly claimed prizes will be awarded, provided a sufficient number of eligible entries are received, but unclaimed prizes will not be awarded.

**CONDITIONS:** All received entries become the property of Sponsor and will in no event be acknowledged or returned, and no correspondence will be entered into except as set forth in these Official Rules. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations/logins or entries, which will be disqualified Persons found tampering (or attempting to tamper) with or abusing any aspect of the Game, or whom Sponsor believes to be causing malfunction, error, disruption, damage or affecting the proper administration of the Game will be disqualified. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Game Entities and their respective employees, officers, directors, contractors, and agents ("Released Entities") are not responsible for any: (a) Game Wheel, telephone, computer, printer, hardware, software or programming malfunctions, or errors or interrupted or unavailable network, server or other connections, network malfunction, or other technical failures or errors, or failure to properly process entries; (b) communication disruption or other forces beyond the reasonable control of the Sponsor; or (c) incorrect or inaccurate information, whether caused by the Game device or home page or by any of the programming or equipment associated with or used in the Game. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay, or omission by Sponsor in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance. If there is any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Game-related materials, including but not limited to the point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules will prevail.

**LIMITATIONS OF LIABILITY:** BY PARTICIPATING IN THIS GAME, PARTICIPANTS HEREBY WAIVE AND RELEASE AND AGREE TO HOLD HARMLESS, RELEASED ENTITIES FROM AND AGAINST, ALL RIGHTS, CLAIMS AND CAUSES OF ACTION WHATSOEVER THAT THEY MAY HAVE, OR WHICH MAY ARISE, AGAINST ANY OF THEM FOR ANY LIABILITY FOR ANY MATTER, CAUSE OR THING WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY INJURY, LOSS, DAMAGE, WHETHER DIRECT, COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL, TO PERSON, INCLUDING DEATH, AND/OR PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THEIR ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, OR THEIR PARTICIPATION IN THIS GAME, OR ANY PRIZE-RELATED ACTIVITY.

**DISPUTES:** As a condition of entering, participants agree (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or related to this Game, Game Pieces, Game Plays, or any prize awarded, must be resolved individually, without resort to any form of class action, and exclusively by the appropriate court in the state of Indiana, to which participant submits to personal jurisdiction; and (c) all claims, judgments and award will be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. If there is a discrepancy or inconsistency between disclosures and other statements contained in any Game materials and the terms and conditions of these Official Rules, these Official Rules will govern. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants or Sponsor in connection with the Game, will be governed by and construed in accordance with the internal laws of the state of Indiana without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

**WINNERS LIST:** To receive a winner's list for prizes with an ARV over \$25, send a self-addressed, stamped, #10 envelope to: Terry Crews Megastar Giveaway Winners List, PO Box 5001, Stacy, MN 55078-5001. Winners list will be sent when the Game Period is over and all properly claimed prizes have been awarded. Requests for winners list must be received by December 30, 2023.

**SPONSOR:** Shoe Carnival, Inc., 7500 E. Columbia Street, Evansville, IN 47715.