

**Madewell Packing List Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Instagram, LLC (“Instagram”).**

**Each potential winner may be required to respond to an initial notification from Sponsor (defined below) within forty-eight (48) hours and may also be required to execute prize acceptance documents and return them within five (5) days from the date of issuance, as more fully detailed below.**

**By entering this Sweepstakes, you agree to these Official Rules (which are a contract) – so please read them carefully before entering. Without limitation, this contract includes indemnities to the Sponsor from you, a class-action waiver, a requirement that most disputes be settled by mandatory binding arbitration, and a limitation of your rights and remedies.**

**(1) OVERVIEW:** The Madewell Packing List Sweepstakes (“**Sweepstakes**”) is sponsored by Madewell Inc. (“**Sponsor**”). The Sweepstakes begins when Sponsor posts the Sweepstakes Announcement (defined below) at or around 12:00:00 PM Eastern Time (“**ET**”) on April 30, 2025, and ends at 11:59:00PM Eastern Time on May 6, 2025 (the “**Sweepstakes Period**”). Eligible participants (see Eligibility requirements, below) may enter the Sweepstakes by completing each of the three steps described in the HOW TO ENTER section to publish an Entry Post (defined below) during the Sweepstakes Period. Following the close of the Sweepstakes Period, one (1) entrant will be selected as the potential winner through a random drawing.

**(2) ELIGIBILITY:** This Sweepstakes is open only to legal residents of any one (1) of the fifty (50) United States or the District of Columbia (“**Territory**”) who are at least eighteen (18) years of age. Employees, officers, directors, members, managers, agents, and representatives of Sponsor, and its respective parents, subsidiaries, affiliates, assigns, successors in interest, and advertising, promotion, and public-relations agencies, and any other party participating in the development, design, administration, or fulfillment of this Sweepstakes (collectively, along with Instagram, the “**Released Parties**”), and the immediate families (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and members of the same household (whether legally related or not) of each such individual, are ineligible to participate or win the prize in this Sweepstakes. Participation in this Sweepstakes constitutes entrants’ full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor.

**(3) HOW TO ENTER:** To earn one (1) entry into the Sweepstakes, eligible entrants must take the following steps during the Sweepstakes Period using their personal Instagram account:

1. Like the post announcing the Sweepstakes published by Sponsor from its @madewell Instagram account (the “**Sweepstakes Announcement**”);
2. Follow the @madewell Instagram account, if you do not already; and
3. Comment on the Sweepstakes Announcement, tagging in your comment the Instagram account of at least one (1) friend or family member and indicating in your comment the name of your dream getaway destination.

A comment identifying at least one (1) friend/family member tagged and one (1) destination that is posted during the Sweepstakes Period by a user who has liked the Sweepstakes Announcement, followed the required account described above, and otherwise complied with these Official Rules will be referred to herein as an “**Entry Post**.” Eligible entrants who publish an Entry Post during the Sweepstakes Period will receive one (1) entry in the

Sweepstakes. By posting an Entry Post, you are agreeing to these Official Rules. An Entry Post will earn one (1) entry into the Sweepstakes regardless of how many individuals and/or destinations are included in your comment.

In your Entry Post, you may have the opportunity to include content in addition to the name of the friend and/or destination you identified (collectively referred to herein as your “**Entrant Content**”). All Entrant Content you post in connection with this Sweepstakes must (i) be entirely original to you (or in the public domain) and not infringe, misappropriate, or violate the intellectual property, privacy, publicity, or other rights of any third party or defame any party, (ii) be suitable for viewing by the general public and not include any content that is profane, obscene, violent, deceptive, disparaging, harassing, hateful, or otherwise offensive in any manner or that communicates any message that Sponsor, in its sole discretion, does not wish to be associated with or reflects negatively in any way on a Released Party or this Sweepstakes, (iii) not depict or encourage dangerous or illegal activities or violate any applicable federal, state, or local law, rule, or regulation, and (iv) comply both with Instagram’s terms and policies and these Official Rules. You agree that your participation in the Sweepstakes and submission of Entrant Content will not violate any agreement to which you are a signatory or party and that no such agreement otherwise limits your ability to participate in this Sweepstakes or grant the rights granted by you in these Official Rules. **You agree to indemnify the Released Parties against any and all claims arising out of or related to your Entrant Content or other participation in this Sweepstakes.**

As noted above, you must follow the @madewell Instagram account as a condition of entry. You may discontinue following this account at any time. However, if you discontinue following the account before award of the prize in this Sweepstakes, you will be deemed ineligible and disqualified. Sponsor is not responsible for misspellings, typographical errors, filtering by the Instagram platform, or other issues that may affect the ability of Sponsor to locate a purported Entry Post. It is each entrant’s responsibility to set his or her account settings on Instagram to ensure that any purported Entry Post is made publicly, to accept contacts by Sponsor, and to timely check his or her account for any comments, @replies, messages, or other communications from Sponsor. Sponsor is not responsible for changes to any functionality or policy of Instagram that may interfere with the Sweepstakes or ability of an entrant to timely enter or otherwise participate at all.

**Limit one (1) entry per person and per Instagram account in this Sweepstakes, regardless of how many comments you leave on the Sweepstakes Announcement or how many “friends” you tag and/or destinations you identify.** Attempts made by an individual to receive entries in excess of the above-stated limit by any means (including making multiple Entry Posts or using multiple Instagram accounts to participate) are void and persons engaging in such conduct may, in Sponsor’s sole discretion, be disqualified. Entry Posts must be submitted and received by Sponsor during the Sweepstakes Period in strict accordance with the instructions and restrictions in these Official Rules. Entry Posts that are not both actually visible and timely received by Sponsor will not be entered into a Sweepstakes. For purposes of this Sweepstakes, an Entry Post is “received” when Instagram records the Entry Post and it is visible to Sponsor. Other proof of submitting or attempting to submit an entry (such as, without limitation, a screenshot of your purported Entry Post on Instagram) does not constitute proof of actual receipt of the Entry Post for purposes of this Sweepstakes. Entry Posts must remain visible to Sponsor throughout the award of the prize in this Sweepstakes and Sponsor may, in its sole discretion, disqualify any entrant whose Entry Post is removed or otherwise made invisible to Sponsor prior to such time. Sponsor, in its sole discretion, may accept or disqualify any purported Entry Post that fails to tag a friend/family member and identify a destination or, due to a typographical or other error, tags an inoperative Instagram account. Purported Entry Posts that are incorrect or incomplete or received outside the Sweepstakes Period (all as determined by Sponsor in its sole discretion) will be void. Those who do not abide by these Official Rules or the instructions of Sponsor or its representatives and provide all required information may, in Sponsor’s sole discretion, be disqualified and any entry by such person void. Entries that are fraudulent, forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Participation by you on behalf of any other party, participation by another on your behalf, and any participation originating at

any online service other than Instagram (including, without limitation, through a commercial promotion subscription, notification, or entering service) will be declared invalid and disqualified for this Sweepstakes. As a condition of entering the Sweepstakes, without limiting any other provision in these Official Rules, each entrant gives consent for Sponsor and its agents to obtain and deliver his or her name, address, and other information and content to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules, including, without limitation, publishing that information on a publicly available winners' list.

**(4) WINNER SELECTION/NOTIFICATION & ODDS OF WINNING:** One (1) potential prize winner (subject to verification) will be selected in a random drawing by Sponsor's designated representative from among all eligible entries received during the Sweepstakes Period. The drawing will be held within approximately three (3) business days of the end of the Sweepstakes Period. Decisions of the Sponsor are final on all matters relating to the Sweepstakes, including interpretation of these Official Rules, acceptance or rejection of purported Entry Posts, determination of the winners, and awarding of the prizes. *Odds of winning depend on the number of eligible entries received.*

Within approximately five (5) business days of the drawing, Sponsor or its representative will attempt to notify the potential winner by (i) sending a direct message to the potential winner's Instagram account, (ii) posting a public reply to the potential winner's Entry Post, or (iii) both – all as determined by Sponsor in its sole discretion. The potential winner must respond to Sponsor in accordance with the instructions provided in the notification and within forty-eight (48) hours or another time frame as specified in the notification. It is potential winner's responsibility to set their account settings on Instagram to accept contacts by Sponsor and to timely check their account for any comments, @replies, messages, or other communications from Sponsor. ***Failure to timely respond or complete any of the steps set forth in the notification procedures above for any reason, including failure by any potential winner to notice or accept a comment, @reply, direct message or other communication sent by Sponsor, may result in disqualification of such potential winner and selection of an alternate winner, in which case no Released Party will have any obligation or liability to the disqualified potential winner.***

Potential winners may be required to complete, sign, and return an Affidavit of Eligibility and Liability/Publicity Release ("**Prize Winner Documents**") which may require the potential winner to provide his or her Social Security Number and a copy of a government-issued identification or number therefrom, within the time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. The Prize Winner Documents, if applicable, must be received by Sponsor within five (5) days of Sponsor sending the documents to the potential winner or other time frame as stated in the Prize Winner Documents, or prize may be forfeited and an alternate winner may be selected. If any prize, prize notification, or other Sweepstakes-related communication is returned as undeliverable or if a selected potential winner cannot be reached or does not respond as instructed after Sponsor has attempted to notify that potential winner, that selected winner may be disqualified and an alternate winner may be selected (time permitting and in Sponsor's sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The prize claim and Prize Winner Documents are subject to verification by Sponsor. The prizes, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any reason.

**(5) PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):** Subject to verification, the confirmed prize winner in this Sweepstakes will receive a prize package consisting solely of: one (1) Mini Straw Basket Bag, one (1) Shell Bag Charm, and one (1) Skinny Oval Sunglasses.

**ARV of Mini Straw Basket Bag: \$148.00 USD; Shell Bag Charm: \$38.00 USD; Skinny Oval Sunglasses: \$75.00 USD; total ARV of all available prizes: \$261.00 USD.**

All prize details not specifically stated in these Official Rules (including, without limitation, the size, color/design, material and other specifications of the bag, bag charm, and/or sunglasses) will be determined by Sponsor and prize provider in their sole discretion. The Released Parties are not responsible for, and the prize winner will not receive the difference between, the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or materials. No more than the stated prizes will be awarded. Sponsor will not replace any lost, mutilated, or stolen prizes or prize elements or any prizes that are undeliverable or do not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused prize or part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers, prize substitutions, or cash redemptions will be made, except at Sponsor's sole discretion. Winner is strictly prohibited from selling, auctioning, trading, or otherwise transferring the right to receive the prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. Any mailed prize component will only be mailed or otherwise provided to the verified winner's address in the Territory, unless Sponsor, in its sole discretion, agrees otherwise. Sponsor reserves the right to substitute any prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated prize. Each entrant waives the right to assert as a cost of winning any prize any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

**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 the prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose.**

**(6) GOVERNING LAW / RELEASE / INDEMNITY / LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New York, 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.

**Each entrant agrees to release, discharge, hold harmless, and indemnify each of the Released Parties from and against any claims, damages, disabilities, attorneys' fees, and costs of litigation/arbitration and settlement, as well as any liability whatsoever, for injuries or damages of any kind sustained in connection with: (i) the Sweepstakes; (ii) the use, acceptance, possession, misuse or awarding of the prizes; or (iii) any other Sweepstakes-related activity, including, without limitation, any injury, damage, death, loss, or accident to/of person or property.**

**By entering the Sweepstakes, entrant agrees that, to the maximum extent permitted by applicable law: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, will be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards will be limited to actual third-party, out-of-pocket costs incurred (if any) not to exceed ten dollars (\$10.00), but in no event will attorneys' fees be awarded or recoverable; (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental, consequential or special damages, lost profits and/or any other damages, other than actual out-of-pocket expenses not to exceed ten dollars (\$10.00), and/or any rights to have damages multiplied or otherwise increased; and (4) entrant's remedies are limited to a claim for money damages (if any) and entrant irrevocably waives any right to seek injunctive or equitable relief (provided that nothing in these Official Rules will restrict a California resident's right under applicable law (if any) to pursue public injunctive relief in accordance with the dispute-resolution procedures set out**

**below. Some jurisdictions do not allow this limitation or exclusion of liability, so some of the above limitations may not apply to you.**

(7) **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 under the Dispute Resolution section of the Madewell Terms of Use at <https://www.madewell.com/c/terms-of-use>.

(8) **ADDITIONAL DISCLAIMERS:** The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, an entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entry, message, email, mail, or Sweepstakes-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, any Sweepstakes-related advertisements, or other materials; unauthorized intervention in the normal operation of the Sweepstakes or the Instagram platform; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information; or any human or mechanical error in the administration of this Sweepstakes or the processing of entries. Released Parties are not responsible for electronic communications that are undeliverable or do not reach entrant as a result of any form of active or passive filtering of any kind (including, without limitation messages from Sponsor that are segregated into an “Other” or similar folder or require an entrant to affirmatively accept the message before receipt) or insufficient space in a potential winner’s email or voicemail inbox to receive messages. Released Parties are not responsible, and may disqualify you, if your email address, Instagram handle, or other contact information does not work or is changed prior to award of the prizes. Without limiting any other provision in these Official Rules, the Released Parties are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply a prize or any part thereof in the event that any of the Sweepstakes activities or Released Parties’ operations or activities are affected by COVID-19 or any other 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/pandemic (or similar public-health crisis), 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, guidance, 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.

**Each entrant 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 against the Released Parties. Section 1542 reads as follows:** “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

(9) **GENERAL RULES:** By entering the Sweepstakes (except where prohibited by law), each entrant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, Entry Content, any quotes attributable to him or her, and any other personal attribute protectable under applicable law (regardless of whether altered, changed, modified, edited, used alone, or used with other material, in the Released Parties’ sole discretion)

for advertising, trade, promotional, and publicity purposes anywhere worldwide and in any medium now known or hereafter discovered or devised (including, without limitation, online) without any limitation of time, without further obligation or compensation of any kind, and without notice, review, or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates any Released Party to make use of any of the rights granted herein and entrants waive any right to inspect or approve any use made pursuant to the rights granted.

Sponsor's decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules, selection of the winners, and awarding of the prizes. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Entrants further agree to not damage or cause interruption of the Sweepstakes and/or prevent others from participating in or engaging with the Sweepstakes. Sponsor reserves the right to restrict or void entries or other participation from any IP address or other identifiable source if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void the entry of any entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweepstakes. Sponsor's failure or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged ambiguity, discrepancy, or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. If Sponsor determines at any time in its sole discretion that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. 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. No Released Party is responsible or will have any liability for any purported Entry Post that is removed from Instagram for any reason at any time, including removal in response to such content being "flagged" or reported as inappropriate. No Released Party is responsible for changes to the Instagram platform or any of the functionality thereof that may interfere with the Sweepstakes or ability of an entrant to participate. If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Sweepstakes and award the prizes from eligible, non-suspect entries received prior to cancellation, modification, or suspension (if any) or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain a prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning the identity of an entrant, the entrant will be declared to be the registered account holder of the email address associated with the Instagram account through which the entry was submitted, but only if that person meets all other eligibility criteria, otherwise the entry may, in Sponsor's sole discretion, be disqualified and any potential prize won will be forfeited. A registered account holder is defined as the natural person who is assigned to an email address by an online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the applicable email address. Any potential winner may be required to provide Sponsor with proof that he or she is the registered account holder of the email address associated with the Instagram account from which the potentially winning Entry Post was submitted. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. **CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE,**

SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING OR BENEFITING FROM SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

(10) **PRIVACY POLICY:** Any personal information supplied by you to Sponsor in this Sweepstakes will be subject to, and treated in a manner consistent with, Sponsor's privacy policy as posted at <https://www.madewell.com/privacy-policy-030921.html>.

(11) **WINNERS LIST/OFFICIAL RULES:** A copy of these Official Rules will be available during the Sweepstakes Period at [https://www.madewell.com/brand\\_creative/pdf/Madewell\\_Packing\\_List\\_Sweepstakes\\_Rules.pdf](https://www.madewell.com/brand_creative/pdf/Madewell_Packing_List_Sweepstakes_Rules.pdf). To find out who won, send an email to [social@madewell.com](mailto:social@madewell.com). Your email must use the subject line "Madewell Packing List Sweepstakes – Who Won?" Requests for the winners list must be received within six (6) months of the end of the Sweepstakes Period.

(12) **SPONSOR:** Madewell Inc., 225 Liberty St, New York, NY 10281