

**MARSHALLS X NYLON NIGHTS NEW YORK SWEEPSTAKES
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN
A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING
YOU HAVE NOT YET WON A PRIZE**

The following “Marshalls x NYLON Nights New York Sweepstakes” (the “Sweepstakes”) is intended for participants in the United States and the District of Columbia only and shall be construed and evaluated according to the laws of the United States. Do not proceed in this Sweepstakes if you are not a legal resident of the United States. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. The Sweepstakes is void where prohibited or restricted by law, rule or regulation. You will need to have internet access as of the date of entry to participate in this Sweepstakes. Decisions of Sponsor are final and binding with respects to all matters related to the Sweepstakes.

- 1. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are 21 years of age or older and who meet their jurisdiction’s minimum age requirement. Employees, officers, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of BDG Media, Inc. (the “Sponsor”), Marshalls, Inc. (“Sweepstakes Partner”), Sweepstakes Administrator and their respective parent companies, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Sweepstakes (“Related Entities”) are not eligible to participate or win a Prize (as defined below in Section 5).
- 2. TIMING:** The Sweepstakes begins at 9:00:00 AM Eastern Daylight Savings Time (“EDT”) on July 16, 2025 and ends at 6:00:00 PM EDT on July 22, 2025 (“Sweepstakes Period”).
- 3. HOW TO ENTER:** During the Sweepstakes Period, visit <https://nylon.com> and follow the instructions to complete and submit the Entry Form by submitting your complete name, email address and birth date (individually defined as “Entry” and collectively defined as “Entries”). All Entries must be received by Sponsor during the Sweepstakes Period. Your Entry constitutes your consent to participate in this Sweepstakes. **Limit one (1) Entry per person/email account.** Duplicate Entries made by an entrant in excess of the number stated herein will be disqualified. You may not use multiple means of entry (e.g. multiple email accounts) to circumvent the Entry limit.

All Entries become property of the Sponsor and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor’s sole discretion. Sponsor is not responsible for any lost, late, misdirected, illegible, incomplete, mutilated, postage due or mechanically reproduced Entries or Entries that have been tampered with or not obtained through legitimate channels, all of which will be disqualified. Mechanically reproduced Entries or Entries generated or submitted with the use of a robotic, automated, macro, or script device, or other automated means or any other means intended to impact the integrity of the Sweepstakes as determined by Sponsor in Sponsor’s sole discretion are void. Sponsor is not responsible for illegible, incomplete or stolen Entries or Entries or that are processed late or are lost or deleted due to computer or electronic malfunction, or other error.

Use of a mobile device to participate in this Sweepstakes is not required. If you use a mobile device to enter, message and data rates may apply, and entrants will be solely responsible for any and all applicable charges. Please consult your wireless-service provider regarding its pricing plans. By submitting an Entry, entrant agrees to abide by the terms of these Official Rules and that information submitted is subject to the Sponsor’s Privacy Policy available at <https://bdg.com/info/privacy-policy>. Sponsor’s computer is the official time-keeping device for this Sweepstakes.

4. **RANDOM DRAWING/ODDS OF WINNING:** Three (3) Grand Prize Winners will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Period. The random drawing will be conducted on or about July 23, 2025. Odds of winning depend upon the total number of eligible Entries received. The random drawing will be conducted by the Administrator. Sweepstakes entrants agree to be bound by the terms of these Official Rules and by the decisions of the Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Entries are subject to verification of eligibility and compliance with the terms of these Official Rules. All three (3) Grand Prizes may not be awarded in the event an insufficient number of eligible Entries are received. If there is a dispute regarding the identity of a winner, the registered account holder of the email account used to submit the winning Entry will be deemed the winner, subject to such owner's compliance with the Official Rules. Sponsor reserves the right to deliver the Prizes to the mailing address supplied by the winners at the time of Winner Notification.
5. **THREE (3) GRAND PRIZES:** Three (3) Winners will each receive one (1) trip for Winner and one (1) Guest consisting of: (i) round trip economy class air transportation between major commercial airport nearest winner's residence and a New York City area airport designated by Sponsor; (ii) two (2) nights standard double occupancy hotel accommodations at a hotel designated by Sponsor; (iii) two (2) tickets to the NYLON Nights New York Party on September 12, 2025; (iv) one (1) hair and glam session for Winner designated by Sponsor on September 12, 2025; (v) ground transportation designated by Sponsor while in New York City, NY up to five hundred dollars (\$500); (vi) one (1) five hundred dollars (\$500) Meal Stipend; (vii) two (2) five hundred dollars (\$500) Marshalls Gift Cards; and (viii) two (2) passes for a VIP Fashion Experience up to one thousand dollars (\$1,000) (i, ii, iii, iv, v, vi, vii and viii, "Grand Prize"). The approximate retail value ("ARV") of each Grand Prize: up to \$9,500.00. **Total ARV of all Grand Prizes Awarded: up to \$28,500.** Each Grand Prize Winner and his/her Guest must be available to travel departing on September 11, 2025 and returning on September 13, 2025 ("Sponsor's Designated Travel Dates"). In the event a Grand Prize Winner cannot travel on Sponsor's Designated Travel Dates, that Grand Prize Winner will be disqualified, and that Grand Prize will be awarded to an alternate winner in a random drawing from among all remaining eligible Entries, provided sufficient time remains prior to the Sponsor's Designated Travel Dates. **Where permitted, each Grand Prize Winner must agree to participate in a photo/video shoot from the NYLON Nights New York Party which will be featured on BDG and Marshalls Websites and social medial channels, but BDG is under no obligation to use the video/photos. Where permitted, in the event a Grand Prize Winner does not agree to participate in the photo/video shoot from the NYLON Nights New York Party, that Grand Prize Winner will be disqualified.** There is no cash alternative for any Grand Prize, in whole or in part. Grand Prizes are non-assignable, non-transferable and non-exchangeable. No cash compensation, refunds, or alternatives will be offered due to a winner's inability to claim or use a Grand Prize. In the event, for whatever reason, the NYLON Nights New York Party is postponed or cancelled prior to or during the Sponsor's Designated Travel Dates, that portion of the Grand Prize will not be awarded; and no additional compensation will be provided in lieu of the postponed/cancelled NYLON Nights New York Party tickets. If the Grand Prizes cannot be awarded due to circumstances beyond Sponsor's reasonable control, a substitute prize of equal or greater value may be awarded in Sponsor's sole discretion. In no event shall the Sponsor be obligated to award more prizes than the number of Prizes stated in these Official Rules. Each Grand Prize Winner acknowledges that Released Parties (as defined below) have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. GRAND PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND EXPRESSED OR IMPLIED. Each Grand Prize Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the Grand Prize Trip description herein, including but not limited to, ground transportation between winner's residence and airport of departure, in-room hotel charges (e.g., mini-bar, room service, telephone, movies, etc.), gratuities, souvenirs, insurance, travel upgrades, baggage fees, and personal incidentals. Each Grand Prize Winner will be required to provide a valid credit card or debit card at the time of hotel check-in and will be solely responsible for any and all charges to Winner's hotel room during his/her Trip. All Grand Prize trip details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Selection of airline, departure airport and arrival airport are solely within Sponsor's sole discretion. Each Grand Prize Winner is responsible for

any air travel taxes and/or expenses, including applicable departure taxes or fees, and security charges. Once issued, airline tickets are nontransferable and may not be reissued. Travel arrangements must be made through Sponsor and travel dates and arrangements are subject to air travel, availability and other prize and travel restrictions. All Grand Prize travel elements must be redeemed at the same time. The actual value of a Grand Prize may vary based on various factors, including fluctuations in price for airfare and/or accommodations, and distance between the point of departure and the destination. The value of each Grand Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a Grand Prize is more than the actual fair market value of the Grand Prize, the difference will not be awarded in cash or otherwise. Trip may be subject to certain other restrictions, including without limitation blackout dates, availability, capacity controls, and other restrictions. Dates are subject to change. Sponsor will attempt to accommodate each Grand Prize Winner's preferred itinerary, but all itineraries and specifics thereof will be at Sponsor's sole discretion. If, in the sole judgment of the Sponsor and Sweepstakes Partner, air travel is not required due to Grand Prize Winner's proximity to New York City, NY, ground transportation may be substituted for round-trip air travel. No changes to travel arrangements will be permitted once any element of a Prize-related travel is booked. Sponsor will not replace any lost or stolen tickets, travel vouchers, Marshalls Gift Cards or certificates once delivered to a Grand Prize Winner. Marshalls Gift Cards are valid for purchases at Marshalls stores or www.Marshalls.com, and are subject to terms and conditions thereon. Travel is subject to any additional terms and conditions set forth in these Official Rules and those set for by Sponsor's air travel and lodging prize suppliers, availability may vary, and material restrictions may apply. Airline tickets issued in conjunction with the Grand Prize are not eligible for upgrades, frequent flyer miles, or any other promotional benefit. No stopovers are permitted on Prize-related tickets; if a stopover occurs, any outstanding portions of a Grand Prize will immediately terminate and winner will be charged the full fare for the remaining trip segments, including return travel. No refund or compensation will be made if a flight is canceled or delayed. Any unclaimed and/or unused portion of a Grand Prize will be forfeited upon travel completion and will remain the property of Sponsor. Each Grand Prize Winner's Guest must be at least twenty-one (21) years of age or older, available to travel on the same itinerary and must possess valid identification and all necessary documents for travel. Each Grand Prize Winner will not be awarded additional compensation if a winner travels without an eligible Companion. Each Grand Prize Winner and his/her Guest must have a valid U.S. Government issued Identification in order to travel. Sponsor, Sweepstakes Partner and Travel Providers shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers, such as changes in services or accommodations necessitated by same. Sponsor, Sweepstakes Partner and Travel Providers shall not be liable for any loss or damage to baggage or other items. If a Grand Prize Winner is unable to or cannot otherwise fully enjoy the prize due to any reason, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of the Grand Prize award, and no other compensation in lieu of the Grand Prize will be awarded. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, The Centers for Disease Control and federal, state and local health departments, as required and if borders are closed due to COVID/any pandemic, Sponsor is not responsible. All travelers must agree to abide by the latest travel guidelines/requirements at time of travel. All travelers must also pass any required medical testing (at their own expense) and comply with any additional requirements, at any time, that may be required or recommended by any government agency, airline, or Sponsor, including without limitation, passing one or more COVID-19 antigen and screening tests, and testing negative for COVID-19 or having been vaccinated against COVID-19. Travelers may also be required to execute any assumption of risk and/or other documents relating to COVID-19 or he/she may not be permitted to travel. Sponsor, Sweepstakes Partner, Sweepstakes Administrator and the Released Entities are not responsible for any theft, personal injury, illness and/or death that could take place during a Grand Prize trip, including but not limited to exposure to viruses associated with the COVID-19 pandemic and other communicable diseases, as required. Sponsor is not responsible for any theft, personal injury, illness and/or death that could take place during a Grand Prize trip, including but not limited to exposure to viruses associated with the COVID-19 pandemic and other communicable diseases. Each Grand Prize Winner and his/her Guest are responsible for

obtaining their own medical and life insurance and the associated costs. During the NYLON Nights New York Party or while traveling on the Grand Prize trip, if a Grand Prize Winner and/or Guest engages or has engaged in behavior that is obnoxious, threatening, disruptive, inappropriate, illegal, or acts with the intent to annoy, abuse, threaten, or harass any other person, as determined by Sponsor in its sole discretion, Sponsor reserves the right to disqualify that Grand Prize Winner and to immediately terminate any outstanding portion of that Grand Prize without further compensation.

6. WINNER NOTIFICATION AND ACCEPTANCE REQUIREMENTS: Sponsor and/or Sweepstakes Administrator will contact each Grand Prize Winner selected by the email address provided at the time of Entry. Sponsor is not liable for a Grand Prize Winner's failure or inability to receive communications sent by Sponsor or Sweepstakes Administrator to the contact information provided. To receive a Grand Prize, a winner must: (a) respond to Sponsor and/or Sweepstakes Administrator within three (3) business days of initial contact to confirm eligibility; and (b) sign and return an affidavit or declaration of eligibility and liability and publicity release ("Declaration and Publicity Release") to Sponsor and/or Sweepstakes Administrator within three (3) business days of Sponsor's and/or Sweepstakes Administrator's notification. Each potential Grand Prize Winner may be disqualified under any of the following circumstances: **i)** if he/she cannot be reached by Sponsor or Sweepstakes Administrator within the specified time period; **ii)** If a Prize notification or email address is returned as undeliverable; **iii)** if a potential Grand Prize Winner is found to be ineligible; **iv)** if a potential Grand Prize Winner does not return the required Declaration and Publicity Release within the required time period; **v)** if a potential Grand Prize Winner is unwilling to accept the Prize as stated in these Official Rules; or **vi)** if a potential Prize Winner does not comply with these Official Rules. Each Grand Prize Winner is solely responsible for any and all federal and applicable state taxes on the Prize. Each Grand Prize Winner will be required to supply Sponsor and Sweepstakes Administrator with his/her social security number and a completed and signed IRS Form W9. Each Grand Prize Winner will be issued a FORM 1099-MISC for tax purposes as required by law. By accepting a Grand Prize, Grand Prize Winner agrees to grant Sponsor and the Sweepstakes Partner the right, except where prohibited by law, to use his/her/their name, likeness, picture, address (city and state), e-mail address, voice, biographical information, hometown, testimonial, video, and written or oral statements, for advertising and promotional purposes, including social media purposes, in promoting or publicizing Sponsor, and its respective products or services in any media now known or hereinafter developed, worldwide, without compensation unless required by law in Sponsor's sole discretion. Each Grand Prize Winner shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of any use described herein, or Entry. EACH POTENTIAL PRIZE WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, AND/OR THE SWEEPSTAKES ADMINISTRATOR. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND A POTENTIAL GRAND PRIZE WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR IS NOT RESPONSIBLE FOR FRAUDULENT CALLS OR EMAILS MADE TO THE ENTRANTS NOT BY SPONSOR OR SWEEPSTAKES ADMINISTRATOR OR FOR ANY CHANGE OF ENTRANT'S EMAIL ADDRESS OR MAILING ADDRESS.

7. WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Sponsor, Sweepstakes Partner, Sweepstakes Administrator and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of a Prize (or any portion thereof). By entering this Sweepstakes, each entrant gives his/her express permission to be contacted by the Sponsor, and/or Administrator by telephone, e-mail and/or postal mail for Sweepstakes purposes.

8. GENERAL CONDITIONS: Released Parties are not responsible for stolen, late, incomplete, incorrect, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, misaddressed, undelivered, mutilated or garbled payment transactions or Entries, transmissions, e-mail or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; any error, omission, interruption, defect or delay in transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed e-mail notifications; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of transactions or entries, the announcement of the Prizes or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor, and/or their respective agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right, in their sole discretion, to cancel or suspend the Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). In the event the Sponsor or the Released Parties are prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or the Released Parties' control (each a "Force Majeure" event) the Sponsor, and the Released Parties shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. In the event of cancellation, Sponsor may elect to identify the Grand Prize Winners and award the Grand Prizes by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. Sponsor also reserves the right, in their sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided

that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, 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), 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), 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

10. **GOVERNING LAW & JURISDICTION:** The Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in "Binding Arbitration" Section of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York.

11. USE OF INFORMATION: The information that you provide in connection with the Sweepstakes may be used for Sponsor's internal purposes and will be provided to other third parties, as necessary for the administration of the Sweepstakes or as required by law or legal process. Entry constitutes permission to post the Winner's name on its Website and to use Winner's name, hometown and/or likenesses for purposes of advertising this Sweepstakes without further compensation unless prohibited by law. For additional information about Sponsor's Privacy Policy go to: Sponsor's Privacy Policy available at <https://bdg.com/info/privacy-policy>.

12. WINNERS LIST: The first name, first initial of the last name, city and state of residency for the confirmed Grand Prize Winners will be available upon written request to the Sponsor at the address listed below for three (3) months following the Random Drawing date.

13. SPONSOR, SWEEPSTAKES PARTNER AND SWEEPSTAKES ADMINISTRATOR:

The Sponsor of this Sweepstakes: BDG Media, Inc., 315 Park Avenue South, 11th Floor, New York, NY 10010.

The Sweepstakes Partner of this Sweepstakes: Marshalls Inc. and its parent company, The TJX Companies, Inc., 770 Cochituate Road, Framingham, MA 01701.

The Sweepstakes Administrator of this Sweepstakes: PCG365, LLC, P.O. Box 1008, Manhasset, NY 11030.