# DSW's Gift-to-Gift: The Matching Game Official Rules

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

Eligibility: DSW's Gift-to-Gift: The Matching Game (the "Instant Win Game") 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 and are a DSW VIP member at the time of entry. Employees, officers, and representatives of DSW Shoe Warehouse, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), or any of their parent, subsidiary, or affiliated companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game constitutes entrant'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 Instant Win Game. Winning a prize is contingent upon fulfilling all requirements set forth herein.

## Agreement to Official Rules; ENTRANTS WILL BE DISQUALIFIED FOR VIOLATIONS:

Participation constitutes entrant's full and unconditional agreement to these Official Rules. The Instant Win Game is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Sponsor's and Administrator's decisions are final and binding in all matters related to the Instant Win Game. Winning a prize is contingent upon fulfilling all requirements set forth herein. In the event there is a discrepancy or inconsistency between any other statements contained in any Instant Win Game-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Instant Win Game Site (defined below in the "How to Enter Section"), the Official Rules as posted shall prevail, govern and control. Entrants agree that they may not use any method to obtain more than the stated number of permissible Instant Win Game plays using robotic, automatic, programmed, or any other means (including but not limited to using multiple/different email addresses, identities, registrations and logins or any other methods. Violation of any of these requirements will void all Instant Win Game plays for the person(s) responsible for such action and result in their disqualification from the Instant Win Game.

**Sponsor:** DSW Shoe Warehouse, Inc., 810 DSW Drive, Columbus, OH 43219. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**Timing:** The Instant Win Game begins on November 7, 2025 at 12:00 a.m. Eastern Time ("ET") and ends on November 23, 2025 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Instant Win Game.

**How to Enter:** All entrants must join the DSW VIP Program to participate, if you have not already enrolled. The DSW VIP Program is free to join, but subject to the <u>VIP</u> Terms and Conditions.

During the Promotion Period, login to your DSW VIP account. Check your VIP Profile to confirm that it includes your true first and last name and a valid email address. Inaccurate information could impact your ability to win a prize. Next, go to <a href="www.dsw.com/holiday-game">www.dsw.com/holiday-game</a> ("Instant Win Game Site") and complete the Registration form. Then, you may either play the DSW Gift Connect\*\* or click on the Skip button. If you choose to play the DSW Gift Connect, it is for entertainment purposes only. Your performance in the DSW Gift Connect will not impact your chances of winning a prize. By initiating the DSW Gift Connect or clicking the "Skip" button, you will automatically initiate the Instant Win Game and your results will be instantly displayed after you leave the DSW Gift Connect experience or once you have clicked on the Skip button. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

\*\*Optional DSW Gift Connect Game information: The DSW Gift Connect is presented by our Game Engine partner for your entertainment. When you initiate a game, the Game Engine partner will automatically place a cookie or pixel on your browser for the purpose of enhancing your game experience. The information collected by the cookie concerning your game play will be managed according to the Game Engine's privacy policy which is separate from, but consistent with, the Sponsor's policy that governs this promotion. If you prefer not to have the cookie placed on your browser or allow the game engine partner to collect any information concerning your game play, click on the Skip Button to not initiate a game.

Limit: Each entrant may play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address or Account. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Instant Win Game or where applicable to enroll in the DSW VIP program. If any additional information provided by entrant is inconsistent with the information provided at registration for this Instant Win Game or enrollment into the DSW VIP program, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

### Instant Win Game Prize Selection and Verification of Potential Winners:

Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. There will be 5,117 random, computer-generated winning times during the Promotion Period, 301 per calendar day. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. If any potential winner cannot be contacted or if prize is returned as undeliverable after one attempt at delivery, potential winner forfeits prize. Unclaimed prizes will remain unawarded.

#### Prizes:

Prize Quantity	Prize Description	Approximate Retail Value ("ARV")
1,190	\$10 Bonus Reward	\$10
3,927	\$5 Bonus Reward	\$5

#### Terms and Conditions for the \$10 Bonus Reward:

Valid at www.dsw.com or in the DSW App. To qualify, the VIP Holiday Game must be accessed and played from your DSW VIP account between November 7–23, 2025. \$10 Bonus Reward redeemable on footwear only November 7–30, 2025 by using offer code online or in the DSW app. After the Bonus Reward has been earned, it cannot be changed. The Bonus Reward is provided by DSW and its terms may be changed or discontinued at any time. Limit 1 per customer. One-time use. May be combined with VIP benefits and gift-with-purchase offers; and can be combined with any 1 offer. Not valid toward alcohol, gift cards, past purchases, select services, shipping, delivery, or tax. No cash back. Void if copied, scanned, altered or transferred. Cannot be replaced if lost, stolen, or damaged. No brand exclusions apply. Not valid at DSW stores, DSW Canada or www.dsw.ca. Other restrictions may apply. See www.dsw.com for details. Subject to full terms of use at www.dsw.com/legal/web-terms. Terms subject to change without prior notice. Contact shoephoria! Center: 1.866.DSW.SHOES or customerservice@dsw.com for help.

#### Terms and Conditions for the \$5 Bonus Reward:

Valid at www.dsw.com or in the DSW App. To qualify, the VIP Holiday Game must be accessed and played from your DSW VIP account between November 7–23, 2025. \$5 Bonus Reward redeemable on footwear only November 7–30, 2025 by using offer code online or in the DSW app. After the Bonus Reward has been earned, it cannot be changed. The Bonus Reward is provided by DSW and its terms may be changed or discontinued at any time. Limit 1 per customer. One-time use. May be combined with VIP benefits and gift-with-purchase offers; and can be combined with any 1 offer. Not valid toward alcohol, gift cards, past purchases, select services, shipping, delivery, or tax. No cash back. Void if copied, scanned, altered or transferred. Cannot be replaced if lost, stolen, or damaged. No brand exclusions apply. Not valid at DSW stores, DSW Canada or www.dsw.ca. Other restrictions may apply. See www.dsw.com for details. Subject to full terms of use at www.dsw.com/legal/web-

terms. Terms subject to change without prior notice. Contact shoephoria! Center: 1.866.DSW.SHOES or customerservice@dsw.com for help.

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded. Terms and conditions of gift cards and reward codes apply. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. TOTAL ARV OF ALL PRIZES: \$31,535. Limit: One (1) of each Instant Win Game prize per person.

**Publicity:** Except where prohibited, participation in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

General Conditions: Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Instant Win Game, 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 deliberately damage any website or undermine the legitimate operation of the Instant Win Game is 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.

**Release:** By participating in this promotion, entrant agrees to release and hold harmless Sponsor, Administrator, and any promotional partners, each of their parent,

subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Instant Win Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Instant Win Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Instant Win Game, if it is possible. 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 Official Rules 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.

**Disputes:** By participating in this promotion, entrants agree to be bound by Sponsor's <u>VIP Terms and Conditions</u>, <u>Website Terms of Use</u>, and <u>Privacy Policy</u>. All disputes will be resolved as set forth in the DSW VIP Terms and Conditions.

**Entrant's Personal Information:** Information collected from entrants is subject to the <u>Sponsor's Privacy Policy</u>. with the exception of the information collected while playing the optional DSW Gift Connect as described in the "How to Enter" section above.

**Winner List:** For a winner list, <u>click here</u>. The winner list will be posted after winner confirmation is complete and will remain posted for 90 days.

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