

THAT STINKS PROMOTION

OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
A VALID EMAIL ADDRESS IS REQUIRED.**

- 1. ELIGIBILITY:** The “That Stinks” Promotion (the “Promotion”) is offered only to legal residents of the 50 United States and the District of Columbia, who are 13 years of age or older at the time of Submission. Void where prohibited or restricted by law. Employees, officers and directors, and their immediate family members (spouses, siblings, parents and children, including foster and step-relations, and their respective spouses) and household members (whether or not related) of Distilled Bath and Body (“Sponsor”), MAPRagency (“Administrator”), their respective owners, parents, subsidiaries and affiliates, advertising and promotion agencies, and any companies involved in the implementation and execution of the Promotion (collectively, the "Promotion Entities") are not eligible. By participating, each Participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor (and its authorized third parties), which are final and binding on all matters relating to the Promotion.
- 2. PROMOTION PERIOD:** Promotion starts on or about 12:00:01 a.m. Mountain Time (MT) on May 6, 2021 and ends at 11:59:59 p.m. MT on May 6, 2022 (“Promotion Period”). The clock on Administrator’s server shall be the official time keeping device for this Promotion.
- 3. HOW TO PARTICIPATE:** To enter, an eligible participant (“Participant”) must visit www.distilledbathandbody.com (“Website”) during the Promotion Period and follow all online instructions to complete all required information on the registration page, agree to the Official Rules, submit his/her original essay describing something that happened to them (or a friend, child, etc.) that “stinks” (“Essay”) and press submit (“Submission”). Each Essay must be unique and cannot be submitted more than once during the Promotion Period. All Submissions must conform to these Official Rules, including, but not limited to the Essay Requirements and Content Restrictions set forth in Rule #4 below, to be eligible. All Submissions must be received during the Promotion Period. **Important: If the Participant is participating in the Promotion via a mobile device, message and data rates may apply.** The Participant should consult his/her wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate in this method of Submission.

Limit one (1) Submission per person or e-mail address per calendar month during the Promotion Period. You may enter the Promotion under one name/e-mail address only. In the event of a dispute about Submissions submitted by multiple individuals using the same email account or address, the Submission will be deemed to have been submitted by the authorized account holder of the email account used to participate in the Promotion at the actual time of

Submission. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Multiple Submissions per person/email address/wireless telephone number in excess of the monthly limit, or any use or suspected use of artifice, bots, robotic, repetitive, automatic, programmed or similar methods or agents (including, but not limited to sweepstakes or contest entry services/clubs) are prohibited; any Participant using/benefitting from such methods will be disqualified and their Submissions voided. Proof of submission is not proof of receipt or eligibility for this Promotion.

- 4. ESSAY REQUIREMENTS AND CONTENT RESTRICTIONS:** All Essays must comply with the following requirements and content restrictions:
- a. The Essay must be personally known by the Participant to be true.
 - b. The Essay must not disparage Sponsor, or any other third parties;
 - c. The Essay must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
 - d. The Essay must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
 - e. The Essay must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where the Essay is created.
 - f. The Essay may not contain any personally identifiable information about any child under the age of 13, or any child aged 13 or older, without express permission from the child's parent;
 - g. The Essay may not depict unethical, destructive, illegal or harmful (including self-harm) activities or behavior, cruelty (including but not limited to animals), violence, alcohol, drug, tobacco, firearms/weapons (or the use of any of the foregoing), gambling, or any unsafe, dangerous or age-inappropriate behavior or activities;
 - h. The Essay may not contain advertisements, personal or commercial solicitations, highly sensitive religious or political agendas of whatever kind or nature;
 - i. The Essay may not contain content that in Sponsor's sole and absolute discretion features infringing intellectual property of whatever kind or nature not owned by Participant or used without the owner's express consent, including without limitation any third-party brand names, logos or trademarks;
 - j. The Essay may not contain any malware, viruses, trojans, worms, spyware or any other harmful software or code ("malware") or other malicious devices, nor will otherwise link to or expose Sponsor or other Promotion Entities to any such malware or devices.
 - k. By submitting an Essay, Participant warrants and represents that the Essay is his/her original work, has not been previously published, has not received previous awards, and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or any other intellectual property or other rights of any person or entity;
 - l. Submitting an Essay constitutes a grant by the Participant to Sponsor of a royalty-free, irrevocable, perpetual, nonexclusive license to copy, publish, broadcast, display, distribute,

use, edit, translate, alter, combine with other material, reuse, create derivative works and adapt any or all portions of the Essay in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose, without any notice to the Participant or requiring the Participant's approval.

Sponsor reserves the right, at its sole discretion, to disqualify a Participant if his/her Essay fails to comply with these Essay Requirements and Content Restrictions or any other provision of these Official Rules.

- 5. JUDGING/AWARDING OF GIFTS:** All eligible Submissions received during the Promotion Period will be judged by a panel of judges selected by Sponsor on an on-going basis. From time to time during the Promotion Period, Sponsor will award a gift to Participants who submit an Essay that the judging panel unanimously agrees describes a compelling situation, event, or occurrence that truly "stinks," versus just describes a minor disappointment or inconvenience. Judging will not be made public at any time.
- 6. GIFTS:** Each gift will consist of an item or items selected by Sponsor in its sole discretion with a total approximate retail value of \$500 or less. **Gift Restrictions.** Limit one (1) gift per Participant during the entire Promotion Period. No transfer, assignment or substitution of a gift (in whole or in part) is allowed, except that Sponsor reserves the right to substitute a similar gift of equal or greater value. Gift cards are subject to terms and conditions established by the issuer and communicated at time of award, and are not redeemable for cash. Gifts must be claimed as set forth in Rule 7 below. All federal, state and local taxes, if any, are the sole responsibility of the gift recipients. *Any gift pictured or mentioned in advertising or Promotion materials is for illustrative purposes only and may not be the actual gift awarded.*
- 7. HOW TO CLAIM A GIFT:** Potential gift recipients will be notified by postal mail, telephone, email or other method, as solely determined by Sponsor. Each potential gift recipient must follow all instructions providing in the notification by the deadlines set forth in the notification in order to claim a gift. All gift claims are subject to verification by Administrator. You are not entitled to a gift until your gift claim has been timely received and verified by the Administrator, your Submission and eligibility have been verified, and you have complied with these Official Rules. Each potential gift recipient may be required to furnish proof of identification and other proof of eligibility under these Official Rules and may also be required to execute and return (or potential gift recipient's parent or legal guardian if potential gift recipient is a minor in his/her state of residence) an Affidavit of Eligibility/Publicity Release within a time period specified by Administrator. Gift will be forfeited if gift claim is not timely received according to the instructions and by the deadline provided in the notification. The submission of a gift claim is the sole responsibility of the Participant, who assumes all risk of loss, damage, destruction, delay and misdirection of any communications and/or materials. Gifts may be mailed to confirmed gift recipients via trackable delivery service approximately 6-8 weeks after confirmation, to the

addresses provided by the Participants. If a potential gift recipient is found to be ineligible or not in compliance with these Official Rules, declines to accept the gift, cannot be contacted or fails to timely respond after two separate attempts, or in the event the gift confirmation or gift is returned, undeliverable, or not (timely) responded to the gift will be forfeited and will not be reawarded.

- 8. LIMITATION OF LIABILITY:** The Promotion Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected (including into spam/junk folders), postage due, returned, or undeliverable Submissions, texts, email or postal mail, or any other Promotion related communications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; or garbled, corrupt, or jumbled transmissions, service provider/Internet/website use, net accessibility, incompatibility, availability or traffic congestion; or any technical, mechanical, printing, typographical or other error, unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking, or by any of the equipment or programming associated with or used in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft, destruction or unauthorized access to any website(s). Promotion Entities are not responsible for any injury, including death, disability or other damage, whether personal or property, to Participants or to any person's computer or mobile device related to or resulting from participating in the Promotion and/or accepting a gift. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, PARTICIPATION IN PROMOTION AND/OR GIFT RELATED ACTIVITIES, THE USE OR MISUSE OF A GIFT, ACCESS TO AND USE OF ANY PARTICIPATING WEBSITES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- 9. GENERAL:** If it is suspected by Sponsor in its sole and absolute discretion that a Participant has registered or attempted to register more than once using multiple email accounts, telephone numbers or multiple identities, all of the Participant's Submissions will be declared null and void

and any gift Participant might have been entitled to will not be awarded. Sponsor reserves the right to disqualify any individual in its sole and absolute discretion, including but not limited to any individual suspected of, or found, in its sole opinion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, non-human mechanism, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing or benefitting from the same. **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All Submissions become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in Promotion materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media, and any communications made by any person in any medium), the details of the Promotion as set forth in these Official Rules shall prevail. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable.

10. RELEASE, INDEMNITY & GENERAL CONDITIONS OF PARTICIPATION: By entering the Promotion, each Participant agrees, to the fullest extent permitted by law to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final, and to waive any right to claim ambiguity with respect to these Official Rules. To the maximum extent permitted by law, Participants agree to waive, release, indemnify, defend and hold harmless (“release”) Sponsor and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents, and any social media platforms (“Released Parties”) from and against any and all threatened or actual actions, liabilities, claims, demands, losses, lawsuits, judgments, settlements, fines, damages, costs and expenses (including reasonable attorney fees) whether or not litigation is commenced (“disputes”) arising at any time from the Promotion and any element thereof; the Submission (in whole or in part); participation (including travel) in any Promotion, event, and/or prize-related activity, or inability to receive or participate in, or parts thereof; the delivery, acceptance, use, mis-use of a gift or any failure with respect thereto by any person or entity; personal injuries including death, damage to or destruction of property, violation of any rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory arising from or relating directly or indirectly to the Promotion and any element thereof; any act, default, omission, non-compliance, and/or a violation or breach of any law or agreement, representation, warranty or covenant made herein, or any other agreements

by/with Participant, the Sponsor and/or any Promotion Entity or Released Party, or any other third-person or entity who may not be a party to these Rules.

To the maximum extent permitted by law, Participants covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind any other releases in these Rules to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Rules does not constitute a waiver of any other provision. If any item or provision contained in these Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Rules shall remain in full force and effect as if executed without the offending provision appearing therein.

Promotion Entities shall not be liable to Participants, gift recipients or any other person or entity for failure to execute the Promotion, or any part thereof, or supply a gift in whole or in part, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, event delay or cancellation, or any similar or dissimilar event beyond their reasonable control.

11. DISPUTES: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, EACH PARTICIPANT AGREES THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN LARIMER COUNTY, COLORADO HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ALL CAUSES OF ACTION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED OR THE SHORTEST TIME ALLOWED BY APPLICABLE LAW, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

12. PRIVACY POLICY: Any personally identifiable information collected during a Participant's participation in the Promotion will be collected by Sponsor or its agent, and will be used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with

Sponsor's Privacy Policy posted on the Website and any communications a Participant may agree during the registration process to receive in the future.

- 13. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a gift, each Participant and gift recipient grants (and agrees to confirm that grant in writing, or his/her parent or legal guardian will confirm that grant in writing if winner is a minor in his/her state of residence) permission for Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet including Sponsor's and/or unrelated third-parties' social media platforms and sites, without notice, review or approval and without additional compensation except where prohibited by law.
- 14. GIFT RECIPIENTS' LIST:** A list of gift recipients will be posted on the Website for approximately thirty (30) days after each gift award.
- 15. SPONSOR:** Distilled Bath and Body, Fort Collins, CO 80536.