

## Michaels Summer Sweepstakes

### Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** The Michaels Summer Sweepstakes (“Sweepstakes”) is open only to legal residents of the 49 continental United States (excluding Hawaii), Washington, DC and Canada (excluding the Province of Quebec) who are at least eighteen (18) years of age as of June 14, 2015. Employees of Michaels Stores, Inc. (“Sponsor”) and each of its subsidiaries, affiliates, suppliers, advertising agencies, and persons living in the same household as such employees and the immediate family members of such employees are not eligible to participate in the Sweepstakes. Sweepstakes is subject to all applicable federal, state, provincial, local laws and regulations and is void where prohibited by law or restricted in a manner inconsistent with these Official Rules. The Sweepstakes begins at 12:00:00 a.m. Central Daylight Saving Time (“CDT”) on June 14, 2015 and ends at 11:59:59 p.m. CDT on August 1, 2015 (“Sweepstakes Period”). All entries must be received by 11:59:59 p.m. CDT on August 1, 2015 to be eligible. Sponsor’s designated computer is the official time clock for the Sweepstakes.

2. **HOW TO ENTER; ENTRY REQUIREMENTS:** There are (2) methods of entry.

i. In the United States, visit [michaels.com/michaelssummer](http://michaels.com/michaelssummer), or in Canada visit [Canada.michaels.com/michaelssummer](http://Canada.michaels.com/michaelssummer) (collectively the “Website”) and complete the online entry form, which includes your email address and the title of your photograph, and upload a .jpg, .jpeg, or .png file of no more than 30MB depicting your photograph in the category of Summer Fun, Beach/Lake, Fair, Main Street, Art/Music Festival or Flea Market (collectively, an “Entry”).

Or:

ii. Print or type your name, address, city, state, zip code, e-mail address, day and evening telephone numbers, and the words “Michaels Summer Sweepstakes” on a 3” x 5” card (the “AMOE”), and mail in a stamped envelope to Michaels Summer Sweepstakes, Attn: Marketing Programs Specialist, 8000 Bent Branch Drive, Irving, TX 75063. Entries submitted by mail must be postmarked by July 27, 2015, and received by August 1, 2015 to be eligible.

Only one (1) Entry per individual during the Sweepstakes Period is allowed; multiple entries using different email addresses for a single individual will be disqualified. In the event of a dispute over the identity of an online entrant, Entry will be deemed submitted by the authorized account holder of the email address submitted at time of Entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, 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 submitted email address. Sweepstakes is subject to applicable federal, state, provincial and local laws and regulations. Failure to provide true and accurate information will automatically disqualify you from participating in the Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other promotion, Sweepstakes or sweepstakes.

Each Entry must be suitable for family audiences. Without limitation, this means that the Entry and anything accompanying the Entry (including, without limitation tags and captions) must not contain any material, words or images or other content that:

- is indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;

- promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- contains profanity or sexual content;
- promotes alcohol, illegal drugs, tobacco, firearms or weapons;
- contains commercial messages or endorsements regarding third party products or services;
- is unlawful, in violation of or contrary to the laws or regulations of the United States or Canada;
- has been copied or plagiarized. All Entries must be the sole, original work of the designed entrant;
- violates or infringes (or may infringe) any copyright, trademark, logo, mark or other identifier of source, or other proprietary right of any entity or person (whether living or deceased) (including but not limited to, rights of privacy or publicity or portrayal in a false light);
- appears to result in any injury or bodily harm; and/or
- is lewd or inappropriate or offensive or not in keeping with Sponsor's image, including nudity, acts of violence or acts that appear to cause harm or are otherwise objectionable to Sponsor.

Any Entry that, in Sponsor's discretion, violates any of the above or other prohibitions and/or representations or warranties of entrant may be disqualified from the Sweepstakes and/or removed by Sponsor. In the event that an entrant or Entry is edited, removed and/or disqualified, entrant is not relieved from responsibility for compliance with these Official Rules. No Entry may be submitted on behalf of another person.

Entrants acknowledge and agree that Sponsor has the right to edit, adapt, modify, reproduce, promote and otherwise use or not use (or remove) Entries in any way it sees fit without notification or further consent or payment of any kind.

3. **SELECTION OF THE PRIZE WINNERS.** On June 21, June 28, July 5, July 12, July 19 and July 26 at 11:59 CDT, all entries will be pooled and one winner (each a potential "Weekly Prize Winner") will be selected at random from the pool of entries. Sponsor will attempt to notify potential Weekly Prize Winners on the subsequent Monday via electronic mail. Unless otherwise prohibited, provisional Prize Winners will be required to sign and return an Eligibility and Liability/Publicity Affidavit ("Affidavit") within seven (7) calendar days of notification attempt, or prize will be forfeited and an alternate potential winner will be selected at random from the remaining entries. If required under applicable law, Canadian residents must correctly answer an arithmetic skill test question, without assistance of any kind, whether mechanical, electronic, or otherwise, to claim a prize.

On or about August 4, 2015, all entries will be pooled and one winner (the potential "Grand Prize Winner") will be selected at random from the pool of entries. Sponsor will attempt to notify the provisional Grand Prize Winner by e-mail on or about August 4, 2015. Unless otherwise prohibited, provisional Prize Winners will be required to sign and return an Eligibility and Liability/Publicity Affidavit ("Affidavit") within seven (7) calendar days of notification attempt, or prize will be forfeited

and an alternate potential winner will be selected at random from the remaining entries. If required under applicable law, Canadian residents must correctly answer an arithmetic skill test question, without assistance of any kind, whether mechanical, electronic, or otherwise, to claim a prize. Sponsor's decision is final in all matters relating to the Sweepstakes. Following timely receipt of the Affidavit as required by Sponsor and confirmation by Sponsor of compliance with the Official Rules, a provisional prize winner will be confirmed a winner and will receive the applicable prize for his or her Entry.

4. **PRIZES.** The Grand Prize Winner will receive a Grand Prize consisting of a \$10,000 USD Visa Gift Card (the "Grand Prize"). The six Weekly Prize Winners will each receive one (1) one hundred dollar (\$100 USD or CAD, as applicable depending on entrant's country of residence) Michaels Gift Card (each a "Weekly Prize" and, collectively with the Grand Prize, the "Prizes"). Terms and conditions may apply. The Prizes are non-transferable and may not be redeemed for cash value or exchanged for any other prize. If a Prize becomes unavailable, Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. Approximate Retail Value ("ARV") of the Grand Prize is Ten Thousand US Dollars (USD\$10,000.00), and the ARV of the First Prizes will be not less than CAD\$600.00 and not greater than USD\$600.00, depending on the nationalities of the Prize Winners. The ARV of all prizes available in this Sweepstakes will be approximately Ten Thousand Six Hundred Dollars (USD\$10,600.00), depending on the nationalities of the Prize Winners. Winners are solely responsible for all taxes associated with the awarded prize. U.S. law requires a 1099 be given to Sweepstakes winners indicating the value of the Grand Prize or Weekly Prize.

The Prize Winners are strictly prohibited from selling, auctioning, trading or otherwise transferring the prizes unless Sponsor consents in writing. **ALL PRIZES AWARDED IN THIS SWEEPSTAKES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).** Limit one Prize per entrant during the Sweepstakes Period.

5. **TAMPERING WITH SWEEPSTAKES:** Entrants found tampering with or abusing any aspect of this Sweepstakes, as solely determined by Sponsor, will be disqualified. Any attempt by any person to deliberately undermine the legitimate operation of the Website or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and/or 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.

6. **PUBLICITY:** Except where prohibited by law, acceptance of any Prize constitutes permission to use the name and likeness of the Prize Winner for advertising and publicity purposes in perpetuity without further compensation, review, notice, or approval, throughout the world, in all media and means whether now known or later discovered.

7. **LIABILITY & RELEASE:** By participating in the Sweepstakes, each entrant agrees to release and hold harmless Sponsor and each of its parents, affiliates, subsidiaries, directors, officers, employees and advertising, promotional and judging agencies (the "Sweepstakes Entities") from and against any and all liability, injuries, loss, claim, damages, or cause of action arising out of participation in the Sweepstakes or receipt or use, misuse or possession of any prize, including, but not limited to: (a) human error or unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, illegible entries; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons, including death, or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, the entrant agrees that, by entering the Sweepstakes, (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (c) under no circumstances will any

entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Entrants hereby acknowledge that Sweepstakes Entities have neither 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.

8. **CONTENT.** You are solely responsible for the content, text, information, photos, video, images, graphics, or other information that you enter in the Sweepstakes. You understand and agree that Sponsor may, but is not obligated to, review and delete or remove any Entry that in the sole judgment of Sponsor violates these rules or for any other reason. By entering the Sweepstakes, you hereby grant, and you represent and warrant that you have the right to grant, to Sponsor an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, perform, display, modify, publish, reformat, translate, excerpt (in whole or in part) and distribute such entry, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses to do the foregoing. In addition, you represent and warrant that you are the parent or guardian of any minors identifiable in your Entry and/or artwork, or that you have secured a Waiver and Release from the parent or guardian of any minors identifiable in your photograph or artwork. Winning entries will be required to provide such a Waiver and Release, if applicable. Sponsor reserves the right to remove any Entry from the Sweepstakes and/or Website and/or any platform or site at which it is posted at their discretion. If Sponsor removes an Entry from the Website and/or any platform or site, Sponsor will not be required to provide the reason for such removal.

9. **COPYRIGHT POLICY.** We respect the intellectual property rights of others. If you are a copyright owner or an agent thereof and believe that any entry in the Sweepstakes infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. §512(c)(3) for further detail): A physical or electronic signature of the owner of the right that is allegedly infringed or a person authorized to act on their behalf; Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of the copyrighted works; Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the entry; Information reasonably sufficient to permit us to contact the owner or agent, such as an address, telephone number, and email address; A statement that the owner or agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Our designated Copyright Agent to receive notifications of infringement claims is: Legal Dept./Copyright Claims, Michaels Stores, Inc., 8000 Bent Branch Drive, Irving, Texas 75063, Telephone: (972) 409-1300.

10. **GOVERNING LAW/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, Sponsor or the Sweepstakes Entities in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any conflict of law rules or provisions that would cause the application of any other state's laws.

11. **DISPUTE RESOLUTION.** The exclusive forum and venue for any dispute regarding the Sweepstakes shall be in the state and federal courts located in Dallas County, Texas.

12. **WINNERS LIST:** For the name of the Sweepstakes winners, send a self-addressed, stamped envelope to: "Michaels Summer Sweepstakes" Winners List, Attn.: Marketing Program Specialist, 8000 Bent Branch Drive, Irving, TX 75063. Residents of Vermont are not required to provide a self-addressed stamped envelope. Requests must be received no later than September 30, 2015.

13. **MISCELLANEOUS.** Sponsor failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to terminate, cancel, suspend and/or

modify the Sweepstakes if any fraud, virus or other problem corrupts the administration, security, or proper play of the Sweepstakes, 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, non-suspect entries received up to the time of the impairment. If any such malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity or proper play of the Sweepstakes, Sponsor may, in its sole discretion, suspend or terminate the Sweepstakes by posting a notice on [www.michaels.com](http://www.michaels.com). Sponsor is not responsible for lost, late, misdirected, illegible, and damaged entries. Sponsor will be the sole judge of which entries are valid and its decision is final and binding. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit or Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit or Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Sponsor: Michaels Stores, Inc., 8000 Bent Branch Drive, Irving, TX 75063