

DXL 2024 12 DAYS OF GIFTING GIVEAWAY

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

Unless otherwise specified by the Sponsor (defined below), these Official Rules apply to all giveaways conducted on Destination XL's social media channels, including but not limited to the feed on the @DestinationXL feeds on Tiktok and Instagram (each referred to individually as a "Social Platform", and collectively as "Social Platforms"). The Giveaway will be announced through a post on one or more of the Social Platforms (the "Giveaway Posting"). The Giveaway Posting will include how to enter, the entry deadline, and the prize(s) and their respective value(s). All information contained in the Giveaway Posting is incorporated into these Official Rules by reference.

1. ELIGIBILITY: The DXL 2024 12 Days of Gifting Giveaway (the "Giveaway") is open only to individuals who are legal residents of, and physically located in, the United States (including the District of Columbia, Puerto Rico and the U.S. Virgin Islands), who are at least eighteen (18) years of age (or the age of majority in their state of residence, whichever is greater) as of the date of entry (each, an "Eligible Participants"). **INTERNET ACCESS AND A VALID EMAIL ACCOUNT ARE REQUIRED TO ENTER THE GIVEAWAY.** Employees, officers, directors, shareholders, agents and representatives of Destination XL Group, Inc., Casual Male Retail Store, LLC and Casual Male Store, LLC (hereinafter "DXL" or "Sponsor"), Power Reviews, Wyng, and their respective advertising and promotion agencies, as well as their immediate family members (herein defined as spouse, parents, siblings, children, and their spouses, regardless of residence) and household members (whether related or not) (collectively "Giveaway Entities"), are not eligible to enter or win. The Giveaway is subject to all applicable U.S. federal, state and local laws and regulations. Void where prohibited by law.

2. ENTRY PERIOD: The Giveaway begins on Monday, December 2, 2024, at 6:00:00 A.M. EST and ends in Friday, December 13, 2024 at 11:59:59 P.M. EST (the "Entry Period"). One (1) winner will be randomly selected from all eligible entrants by 12:00:00 P.M. EST on the business day following each daily Drawing (the "Drawing Date"). There will be a total of twelve (12) Drawings, with twelve (12) prizes awarded over the course of the Giveaway. Entries must be received during the Entry Period to be eligible for the Giveaway. Entries received prior to or after the Entry Period for each Drawing will not be accepted.

3. HOW TO ENTER:

During the Entry Period, anyone may enter the Giveaway by visiting <https://destinationxl.wyng.com/67378f7c8bbc311f063ffea8> (the "Website") and following the on-screen entry instructions. **PARTICIPANTS MUST HAVE A VALID EMAIL ACCOUNT TO BE ELIGIBLE TO ENTER.** Each Eligible Participant must complete an online entry form, which will require submission of their email address, phone number, mailing address and any other information that Sponsor may request. Each Eligible Participant who fully completes the online entry form on the Website will receive one (1) entry into each daily Drawing they enter. All entries must be submitted and received by Sponsor before the conclusion of the Entry Period. Entry times will be determined according too Sponsor's computer system. Standard time rates and data charges, if any, imposed by the Eligible Participant's Internet or mobile service provider will apply and are not reimbursed by Sponsor.

<u>Entry Period</u>	<u>Start Time/Date</u>	<u>End Time/Date</u>	<u>Drawing Date</u>
Drawing #1	Monday, December 2, 2024 at 9:00:00 A.M. ET	Monday, December 2, 2024, at 11:59:59 P.M. ET	Tuesday, December 3, 2024
Drawing #2	Tuesday, December 3, 2024 at 9:00:00 A.M. ET	Tuesday, December 3, 2024 at 11:59:59 P.M. ET	Wednesday, December 4, 2024
Drawing #3	Wednesday, December 4, 2024 at 6:00:00 A.M. ET	Wednesday, December 4, 2024 at 11:59:59 P.M. ET	Thursday, December 5, 2024

Drawing #4	Thursday, December 5, 2024 at 6:00:00 A.M. ET	Thursday, December 5, 2024 at 11:59:59 P.M. ET	Friday, December 6, 2024
Drawing #5	Friday, December 6, 2024 at 6:00:00 A.M. ET	Friday, December 6, 2024 at 11:59:59 P.M. ET	Monday, December 9, 2024
Drawing #6	Saturday, December 7, 2024 at 6:00:00 A.M. ET	Saturday, December 7, 2024 at 11:59:59 P.M. ET	Monday, December 9, 2024
Drawing #7	Sunday, December 8, 2024 at 6:00:00 A.M. ET	Sunday, December 8, 2024 at 11:59:59 P.M. ET	Monday, December 9, 2024
Drawing #8	Monday, December 9, 2024 at 6:00:00 A.M. ET	Monday, December 9, 2024 at 11:59:59 P.M. ET	Tuesday, December 10, 2024
Drawing #9	Tuesday, December 10, 2024 at 6:00:00 A.M. ET	Tuesday, December 10, 2024 at 11:59:59 P.M. ET	Wednesday, December 11, 2024
Drawing #10	Wednesday, December 11, 2024 at 6:00:00 A.M. ET	Wednesday, December 11, 2024 at 11:59:59 P.M. ET	Thursday, December 12, 2024
Drawing #11	Thursday, December 12, 2024 at 6:00:00 A.M. ET	Thursday, December 12, 2024 at 11:59:59 P.M. ET	Friday, December 13, 2024
Drawing #12	Friday, December 13, 2024 at 6:00:00 A.M. ET	Friday, December 13, 2024 at 11:59:59 P.M. ET	Monday, December 16, 2024

Entries generated by script, macro, or other automated means, as well as entries that attempt to subvert the entry process, will be void. Entries become the property of the Sponsor. Incomplete, incorrect or illegible Entries, or Entries that do not comply with these Official Rules, are subject to disqualification at the sole discretion of Sponsor. In the event of a dispute regarding the identity of an Eligible Participant, the Entry will be deemed submitted by the “authorized account holder” of the email account from which the Entry was made. Potential winners may be required to provide proof of being the authorized account holder. Entry must align with the Sponsor’s image and may not be offensive as determined by the Sponsor, in its sole discretion. Giveaway Entities are not responsible for late, lost, delayed, stolen, undelivered, incomplete, garbled, damaged, or misdirected Entries. Sponsor’s decisions are final on all matters relating to this Giveaway. Sponsor decisions regarding all matters of the Giveaway are final. Sponsor reserves the right to edit, publish, use, adapt, modify, or dispose of any Entry, including names, likenesses, and photographs, for advertising and promotional purposes in any media (including the Internet) without additional compensation, except where prohibited by law. **BY ENTERING THE GIVEAWAY, PARTICIPANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES, INCLUDING ALL ELIGIBILITY REQUIREMENTS AND THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING. ALL ELIGIBLE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT ENTRIES ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY THE SPONSOR, ITS PARENT COMPANY, SUBSIDIARIES, AGENTS, AFFILIATES, AND DESIGNEES, IN WHOLE OR IN PART, FOR ADVERTISING, MARKETING, AND PROMOTIONAL PURPOSES INCLUDING BUT NOT LIMITED TO IN CONNECTION WITH THE GIVEAWAY, IN PERPETUITY, WORLDWIDE, IN ANY MEDIA NOW KNOWN OR HEREINAFTER DEVELOPED, WITHOUT COMPENSATION, EXCEPT WHERE PROHIBITED BY LAW.**

4. ENTRY LIMIT: There is a limit of one (1) entry per person/email address per Drawing. If multiple entries are received during the Entry Period for a particular Drawing, only the first entry will be accepted and additional entries for that Drawing will be disqualified. Multiple participants are not permitted to share the same email address, and any attempt to obtain more than one (1) entry using multiple/different email addresses, identities, registrations or logins, or any other methods may void your entry and you may be disqualified from the Giveaway. Entries that are generated by script, macro or other automated means and entries by any means which subvert the entry process will be void. Non-Winning eligible Entries from Entry Periods for previous Drawings will not carry over into any other Drawing and will not be considered eligible for subsequent Giveaways.

5. DRAWING: A total of twelve (12) prizes will be awarded throughout the Giveaway. On each Drawing Date, the Sponsor will conduct a random drawing to select one (1) potential winner from among all eligible entries received during the Entry Period for the respective Drawing. Winners will be notified via email within 72 hours after the end of each Drawing Date. Sponsor’s decisions regarding the Giveaway are final and binding in all matters.

6. ODDS OF WINNING: The odds of winning depend on the total number of eligible entries received during the Entry Period for the respective Drawing.

7. DETERMINATION OF WINNER: ENTRIES WILL NOT BE JUDGED. Potential winners will be selected in a random drawing on the Drawing Date from among all eligible entries received during the Entry Period for the Giveaway. Sponsor will attempt to notify potential winners through one or more of the following methods, at Sponsor's discretion: posting on one or more Social Platforms, direct messaging on one or more Social Platforms, U.S. postal mail, and/or email. Potential winners may be required to verify their mailing or email address and/or properly execute an IRS W-9 Form, a publicity release (where permitted) and a liability release within seven (7) days of the notification date. If a potential winner: (i) cannot be reached or does not respond within the specified time frame; (ii) fails to return the required documents within the specified time frame; (iii) is determined to be ineligible by the Sponsor; (iv) fails to claim the prize within thirty (30) days of the Giveaway; or (v) otherwise fails to comply with these Official Rules, the prize will be forfeited. In such case, the prize may either be (a) awarded to an alternative winner chosen from among the remaining eligible entries, or (b) carried over to a subsequent Drawing, if any. No compensation will be provided in the event of prize forfeiture.

BY ACCEPTING A PRIZE, THE WINNER GRANTS THE SPONSOR, ITS AGENTS, AFFILIATES AND DESIGNEES THE RIGHT TO THE USE THEIR NAME, IMAGE, LIKENESS, PHOTOGRAPH, VOICE, AND BIOGRAPHICAL INFORMATION AND PHOTO ENTRY FOR ADVERTISING, PUBLICITY, AND PROMOTIONAL IN PERPETUITY, WORLDWIDE, IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, WITHOUT ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED BY LAW.

8. PRIZE: The winner of each daily Drawing will be awarded one (1) non-cash prize as described below, or may choose to receive a DXL Gift Card of equal value. Winners residing outside of the 48 contiguous United States will automatically be issued a DXL Gift Card of equivalent value to the prize awarded, as an alternative method of prize delivery.

Drawing #1:

December 3, 2024

\$90.00 O'Neill Landmarked Flannel Shirt Jacket

Number of winners: 1

Drawing #2:

December 4, 2024

\$65.00 The North Face Brand Proud Hoodie

Number of winners: 1

Drawing #3:

December 5, 2024

\$40.00 Harbor Bay Long-Sleeve Waffle-Knit Crewneck Tee

\$40.00 Harbor Bay Academy Plaid Fleece Pants

Number of winners: 1

Drawing #4:

December 6, 2024

\$120.00 UNTUCKit Sport Shirt

Number of winners: 1

Drawing #5:

December 9, 2024

\$99.50 Oak Hill Patchwork Crewneck Sweater

Number of winners: 1

Drawing #6:

December 9, 2024

\$200.00 DXL Gift Card & \$200.00 donation made to St. Jude Children's Research Hospital in the winner's name

Number of winners: 1

Drawing #7:

December 9, 2024

\$85.00 Colorblocked Team Hoodie

Number of winners: 1

Drawing #8:

December 10, 2024

\$148.00 Polo Ralph Lauren Pima Cotton 1/2-Zip Sweater

Number of winners: 1

Drawing #9:

December 11, 2024

\$59.95 500-lb. Capacity Heavy-Duty Portable Chair

Number of winners: 1

Drawing #10:

December 12, 2024

\$49.50 Harbor Bay Multi-Plaid Flannel Sport Shirt

Number of winners: 1

Drawing #11:

December 13, 2024

\$80.00 Camo Pullover Hoodie

Number of winners: 1

Drawing #12:

December 16, 2024

\$300.00 DXL Gift Card

Number of winners: 1

The approximate total value of all prizes awarded is \$1,576.95. All prize values are stated in U.S. Dollars. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Prize must be accepted in full, and no cash or other substitutions will be allowed, except at the Sponsors sole discretion. The Sponsor reserves the right to substitute any prize (or portion thereof) with another of equal or greater value if the original prize is unavailable for any reason, as determined by the Sponsor. Winners are solely responsible for any taxes, fees and any other costs and expenses associated with acceptance or use of the prize. Prizes may not be transferred, except at the Sponsor's sole discretion. If the winner is at least 18 years of age but still considered a minor in their state or jurisdiction, the prize may be awarded in the name of their parent or legal guardian, who will be responsible for fulfilling all requirements set forth herein. Please allow 4-6 weeks for delivery of prize. Prizes cannot be returned or exchanged for cash or merchandise credit, either online or at any of the Sponsor's retail locations. DXL Gift Cards are subject to the terms and conditions of the issuer. Lost, stolen or damaged DXL Gift Cards will not be replaced or exchanged. Winners of prizes valued at \$600.00 or greater will receive a 1099 U.S. Tax Form for the retail value of the prize. There is a limit of one (1) prize per household within any three (3) consecutive months.

9. RELEASE AND LIMITATION OF LIABILITY. By participating in the Giveaway, Eligible Participants agree unconditionally to release and hold harmless the Giveaway Entities, including but not limited to the Sponsor, from and against any claim, liability or cause of action arising out of the Giveaway (collectively, the "**Released Parties**"),

including, without limitation: (a) the selection of the winner; (b) delivery, receipt or use of any prize; (c) participation in the Giveaway; (d) unauthorized human intervention in the Giveaway; (e) technical errors related to computers, servers, providers, or telephone or network lines or connectivity; (f) lost, late, incomplete, misdirected, or undeliverable entries; (g) errors in the administration of the Giveaway or the processing of entries; or (h) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Eligible Participant's participation in the Giveaway or receipt or use of any prize. By accepting a prize, the winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or receipt, use, or misuse of any prize.

10. CONDITIONS OF PARTICIPATION; PUBLICITY RELEASE: BY ENTERING THE GIVEAWAY, PARTICIPANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES INCLUDING ALL ELIGIBILITY REQUIREMENTS AND THE DECISION OF THE SPONSOR, WHICH ARE FINAL AND BINDING. ALL ELIGIBLE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRIES SUBMITTED IN CONNECTION WITH THE GIVEAWAY ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY SPONSOR, ITS PARENT CORPORATION, SUBSIDIARIES, AGENTS, AFFILIATES AND DESIGNEES, IN WHOLE OR IN PART, FOR ANY AND ALL ADVERTISING, MARKETING AND PROMOTIONAL PURPOSES INCLUDING (BUT NOT LIMITED TO) IN CONNECTION WITH THE GIVEAWAY, IN PERPETUITY, WORLDWIDE, IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, WITHOUT COMPENSATION OF ANY KIND, EXCEPT WHERE PROHIBITED BY LAW. TO THE EXTENT SUBMITTED AS PART OF AN ENTRY IN THE GIVEAWAY, ALL ELIGIBLE PARTICIPANTS FURTHER CONSENT TO THE USE OF THEIR NAME, IMAGE, LIKENESS, PHOTOGRAPH, CARICATURE, MEME, VOICE, OPINION, HOMETOWN AND STATE, AND/OR BIOGRAPHICAL MATERIAL FOR ANY AND ALL ADVERTISING, PUBLICITY AND PROMOTIONAL PURPOSES BY SPONSOR, ITS PARENT CORPORATION, SUBSIDIARIES, AGENTS, AFFILIATES AND DESIGNEES, INCLUDING BUT NOT LIMITED TO THE POSTING OF WINNER'S REVIEW(S), COMMENT(S), NAME, HOMETOWN AND STATE AND/OR OTHER ONLINE ANNOUNCEMENTS, IN PERPETUITY, WORLDWIDE, IN ANY MEDIA NOW KNOWN OR HERINAFTER DEVELOPED, WITHOUT ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED BY LAW. Participants agree that the Giveaway Entities have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including, but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Giveaway or any prize awarded. Eligible Participant further agrees that in no event shall the Giveaway Entities be liable for punitive, consequential, incidental, special or indirect damages.

11. GENERAL: If the operation, security, or administration of the Giveaway is impaired in any way for any reason, or in the event Sponsor is prevented from continuing the Giveaway, or the integrity and/or feasibility of the Giveaway as planned is undermined by an 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, computer virus, or other technical problem, fraud, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Giveaway and award prize(s) at random from among all eligible Entries received up to the date of the Force Majeure event. The Sponsor reserves the right, in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules. **Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and/or civil law and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.** The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Electronic entries will be deemed made by the authorized account holder of the email address submitted at time of entry. The authorized account holder is deemed to be the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. In case of a dispute as to the owner of an entry, the entry will be deemed to have been submitted by the authorized account holder of the screen name from which the entry is made. Eligible Participant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between participant

and Sponsor. In no way is Participant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

12. USE OF INFORMATION. By entering the Giveaway, each Eligible Participant agrees that personally identifiable information, if any, submitted in connection with the Giveaway will be subject to Sponsor's Privacy Statement, as may be amended or supplemented by Sponsor from time to time without notice. The Privacy Statement is available at <http://www.dxl.com/mens-big-and-tall-store/static/privacypolicy> (the "**Privacy Statement**"). The information may be used as permitted pursuant to the Privacy Statement and may also be used by Sponsor for the administration of the Giveaway, including winner notification and provision of winner name(s). Additionally, the information may be used by the Sponsor to provide products, services and information (e.g., marketing messages, advertisements) to the Eligible Participant.

13. DISPUTES: Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Eligible Participant or Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any conflict of law principles (whether of the Commonwealth of Massachusetts, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

14. GIVEAWAY AND DRAWING RESULTS: Following the Drawing Date of the Giveaway, the names of the winners may be obtained by sending a stamped, self-addressed, envelope to: c/o Destination XL Customer Service, *DXL 2024 12 Days of Gifting Winners List*, 555 Turnpike Street, Canton, MA 02021. All requests must specify the Drawing number or numbers and/or the Drawing Date for which the request was made and be received no later than thirty (30) days following the Drawing Date of the Giveaway.

15. SPONSOR: The Giveaway is sponsored by Destination XL Group, Inc., Casual Male Retail Store, LLC and Casual Male Store, LLC, having a common address at 555 Turnpike Street, Canton, MA 02021.

This Giveaway is in no way sponsored, endorsed or administered by, Facebook, Meta Instagram, TikTok, X, or any other social media platform. Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use of such third-party trademarks in these Official Rules or in the Giveaway is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Giveaway. Any questions, comments or complaints regarding the Giveaway should be sent to the Sponsor via email to: help@destinationxl.com or at the postal address of the Sponsor and not to Facebook, Meta, Instagram, TikTok, X or any other social media platform. Sponsor reserves the right, in its sole discretion cancel or suspend the Giveaway and/or to modify or supplement any of the terms and conditions of these Official Rules including the Privacy Statement, practices regarding collection and use of personal identifiable information and other information on the Website, at any time, with or without notice. Any such cancellation, suspension or modification will be effective immediately upon public posting. In the event these Official Rules are modified or supplemented, your continued participation in the Giveaway following any such modification constitutes your acceptance of the modified terms and conditions.

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