

**DXL® BIG + TALL LAYER UP FOR FALL GIVEAWAY**

**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**1. ELIGIBILITY:** The *DXL® BIG + TALL Layer Up for Fall Giveaway* (the “Giveaway”) is open only to individuals who are legal residents of 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 age of majority in jurisdiction of residence, whichever is greater) as of the date of entry (“Eligible Participants”). **INTERNET ACCESS AND A VALID EMAIL ACCOUNT IS REQUIRED IN ORDER TO BE ELIGIBLE TO ENTER THE GIVEAWAY.** Employees, officers, directors, shareholders, agents and representatives of Destination XL Group, Inc., Casual Male Retail Store, LLC and/or Casual Male Store, LLC (hereinafter “DXL” or “Sponsor”), and their respective advertising or promotion agencies, those involved in the production, development, implementation or handling of the Giveaway, any agents acting for, or on behalf of the foregoing persons or entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, suppliers, vendors, licensors and any other person or entity associated with the Giveaway and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee (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, October 14, 2024, at 12:00:01 A.M. EST and ends Monday, November 4, 2024 at 11:59:59 P.M. EST (the “Entry Period”). One (1) Drawing and a total of three (3) potential prize winners will be randomly selected from all eligible entrants during the Entry Period, for a total of three (3) potential winners in the Giveaway. The selection of potential winners shall be conducted at or before 8:00:00 P.M. EST on the Drawing Date (the “Drawing Date”). Entries must be received within the Entry Period to be considered eligible to win a prize. Entries received prior to or after the Entry Period will not be accepted.

<u>Entry Period Start Time/Date</u>	<u>Entry Period End Time/Date</u>	<u>Drawing Date(s)</u>
Monday, October 14, 2024 at 12:00:01 A.M. ET	Monday, November 4, 2024 at 11:59:59 P.M. ET	Wednesday, November 6, 2024

---

**3. HOW TO ENTER:** There are two (2) methods of entry: the Online Method of Entry and the Mail-in Method of Entry outlined below:

**(i) Online Method of Entry.** Eligible Participants may enter the Giveaway by following the directions and completing all of the steps set forth in the Giveaway Posting. All online Entries must be received during the Entry Period to be eligible to win a prize. You must have an active account on the Social Platform on which the Giveaway Posting was posted in order to enter the Giveaway online. Establishing an account on any Social Platform is free. Participants may choose to opt-in to receive marketing messages, advertisements, and other related communications from the Sponsor, but opting in is not a requirement for entry into the Giveaway.

Entry times will be determined using Sponsor’s computer. Normal time rates and data charges, if any, charged by the Eligible Participant’s Internet or mobile service provider will apply, and are not be reimbursed by Sponsor. Entries become the property of the Sponsor and will not be acknowledged or returned. Incomplete Entries or Entries not compliant with these Official Rules are subject to disqualification, at the Sponsor’s sole discretion. If a dispute results as to the identity of any Eligible Participant in the Giveaway, it will be determined that the Entry was submitted by the “authorized account holder” of the email account from which the Entry is made. Potential winners may be required to show proof of being the authorized account holders. Entry must be in keeping with the Sponsor’s image, and may not be offensive as determined by Sponsor, in its sole discretion. Giveaway Entities are not responsible for late, lost, delayed, stolen, undelivered, incomplete, incorrect, garbled, damaged, or misdirected Entries. Sponsor’s decisions are final. All Entries must be in English and are subject to Sponsors Terms of Use,

available at: <https://www.dxl.com/static/terms>. To complete your Entry, check the opt-in box to confirm that you have read, understand, and agree to abide by these Official Rules and affirm your entry into the Giveaway, and you will be entered with one (1) entry into the Giveaway.

**(ii) Mail-in Method of Entry.** To enter the Giveaway, you may submit a mail-in entry. To enter via this method, handwrite your first and last name, street address, phone number and email address on a piece of paper, and mail your Entry in an envelope via first-class mail to: DXL Big + Tall 2024 *Layer Up for Fall Giveaway*, 555 Turnpike Street, Canton, MA 02021 (“**Mail-in Entry**”). Participants may choose to opt-in to receive marketing messages, advertisements, and other related communications from the Sponsor, but opting in is not a requirement for entry into the Giveaway. Each Mail-in Entry must be mailed separately. Sponsor is not responsible for late, lost, damaged, illegible or postage-due mail. To be eligible for a Drawing, your Mail-in Entry must be postmarked during the Entry Period and be received no less than seven (7) days prior to the Drawing Date.

Online Entry and Mail-in Entry will be referred to as “**Entry**” or “**Entries**” from this point on. Entries become the property of the Sponsor. Incomplete, incorrect or illegible Entries, and/or Entries not compliant with these Official Rules are subject to disqualification, at the Sponsor’s sole discretion. If a dispute results as to the identity of any Eligible Participant in the Giveaway, it will be determined that the Entry was submitted by the “authorized account holder” of the email account from which the Entry is made. Potential winners may be required to show proof of being the authorized account holders. Entry must be in keeping with the Sponsor’s image, and may not be offensive as determined by 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 reserves all rights, including the right to edit, publish, use, adapt, modify, or dispose of any Entry, proper names, likenesses, and photographs for advertising and promotional purposes in all media (including but not limited to, 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 ALL ENTRIES SUBMITTED IN CONNECTION WITH THIS 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 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.

**5. ODDS OF WINNING:** The odds of winning depend on the total number of eligible Entries received for the Drawing during the Entry Period.

**6. DETERMINATION OF WINNER: ENTRIES WILL NOT BE JUDGED.** Potential winners will be selected on the Drawing Date by random drawing, under the supervision of the Sponsor, from among all eligible Entries received during the Entry Period for the Giveaway. The decision of the Sponsor is final and binding. Sponsor will attempt to notify all potential winners via direct messages, U.S. postal mail and/or email, at Sponsor’s sole discretion, about three (3) days after the Drawing Date. **The Sponsor will NEVER notify potential winners through comments on social media platforms. Do not click on any links found in such comments. Any message using the Sponsor’s name or trademark that includes a URL link could be an attempt to deceive you into providing personal information, such as passwords or credit card details. Stay vigilant and avoid**

**engaging with these messages. If you are uncertain about the legitimacy of any notification regarding the Giveaway, please contact the Sponsor directly without clicking on any links. The Sponsor** is not responsible for any change of email address, mailing address, telephone number or other contact information of entrants. The potential winner may be required to verify their mailing or email address and/or IRS W-9 Form, and return these documents, properly executed, within three (3) days following date of notification via fax or regular U.S. Mail. If a potential winner: (i) cannot be reached or does not respond within 72 hours of the initial prize notification attempt; (ii) fails to properly execute and return the documents, if required, within the required time period; (iii) is ineligible; (iv) fails to claim the prize; or (v) otherwise fails to fully comply with these Official Rules, the potential winner will forfeit that prize and the prize may be (i) awarded to an alternative potential winner, who will be chosen from among the remaining Eligible Entries by Sponsor based on the same criteria set forth above, or (ii) carried over to a subsequent Entry Period, if any.

**7. PRIZE:** Three (3) prizes will be awarded to three (3) winners in the Giveaway, as follows:

**Drawing Date:** Wednesday, November 6, 2024

**Prize:** One \$500.00 DXL Gift Card, two \$100 DXL Gift Cards

**Number of winners:** 3

**Number of prizes:** 3

**The total retail value of all prizes awarded in the Giveaway is \$700.00.** 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. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute the prize (or portion thereof) with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Winners are solely responsible for any and all taxes, fees and any other costs and expenses associated with acceptance or use of the prize. Prize may not be transferred except at the Sponsor’s sole discretion. If prize winner is at least 18 years of age but still considered a minor in his/her state or place of residence, prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein. Allow 4-6 weeks for delivery of prize. Prizes cannot be returned or exchanged for cash or merchandise credit online or at any of the Sponsor’s retail stores. DXL Gift Cards are subject to the terms, conditions, and policies of the issuer. Lost, stolen or damaged Gift Cards will not be replaced or exchanged. The winner of any prize with a value of \$600.00 or greater will be issued a 1099 U.S. Tax Form for the retail value of the prize. Limit one (1) prize per household per any three (3) consecutive month period.

**8. RELEASE AND LIMITATION OF LIABILITY.** By participating in the Giveaway, Eligible Participants agree unconditionally to release and hold harmless the Giveaway Entities from and against any claim, liability or cause of action arising out of the Giveaway, 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; or infringement. By accepting a prize, the winner agrees to release and hold harmless the Giveaway Entities (collectively, 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.

**9. CONDITIONS OF PARTICIPATION; PUBLICITY RELEASE: BY ENTERING THE GIVEAWAY, PARTICIPANTYS 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 HEREINAFTER DEVELOPED, WITHOUT COMPENSATION OF ANY KIND, EXCEPT WHERE PROHIBITED BY LAW. TO THE EXTENT SUBMITTED AS PARTY OF AN ENTRY IN THE GIVEAWAY, ALL ELIGIBLE PARTICIPANTS FURTHER CONSENT TO THE USE OF THEIR NAME, IMAGE, LIKENESS, PHOTOGRAPH, VOICE, AND BIOGRAPHICAL MATERIAL FOR ANY AND ALL ADVERTISING, PUBLICITY AND PROMOTIONAL PURPOSES BY SPONSOR, ITS AGENTS, AFFILIATES AND DESIGNEES, INCLUDING BUT NOT LIMITED TO THE POSTING OF WINNER'S NAME OR OTHER ONLINE ANNOUNCEMENTS, IN PERPETUITY, WORLDWIDE, IN ANY MEDIA NOW KNOWN OR HEREINAFTER 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.

**10. 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.

**11. USE OF INFORMATION.** By entering the Giveaway, each Eligible Participant agrees that personal identifiable information 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, available at <http://www.dxl.com/mens-big-and-tall-store/static/privacypolicy> (the "**Privacy Statement**"). This 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) when requested.

**12. 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.

**13. 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 Big + Tall 2024 *Layer Up for Fall Giveaway Winners List*, 555 Turnpike Street, Canton, MA 02022. All requests must be received no later than thirty (30) days following the Drawing Date of the Giveaway.

**14. 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 02022.

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](mailto: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.

©Copyright 2013--2024 Destination XL Group, Inc. All rights reserved. Participants may copy these Official Rules for the sole purpose of personal use and not for any commercial purpose whatsoever.