NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE ODDS OF WINNING.

1. ELIGIBILITY. To be eligible for Shoe Carnival, Inc. “Shoe Carnival’s Jessica Jarrell Concert Sweepstakes” (the “Sweepstakes”) participants must be a legal resident of one of the fifty (50) United States (including the District of Columbia), be 13 years of age or older and must intend to participate in the Sweepstakes. Sponsor and its subsidiaries, affiliates, representatives, agents involved in the implementation and execution of the Sweepstakes, employees, directors, and officers, and their immediate family members and household members are ineligible. Void where prohibited.

2. AGREEMENT TO THE OFFICIAL RULES. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements.

3. SWEEPSTAKES PERIODS. The Sweepstakes will run from July 23, 2012 through September 4, 2012. All entries must be received by 5:00 PM EDT on the date immediately prior to the drawing in order to be eligible. One (1) Weekly Winner will be selected at random from all eligible entries on July 30, 2012; August 6, 13, 20 and 27, 2012; and September 4, 2012, for a total of six (6) Weekly Winners. One (1) Grand Prize sweepstakes winner will be selected on September 5, 2012 from all eligible entries.

4. HOW TO ENTER. To enter the Sweepstakes, each participant must (1) visit the promotional tab on the Shoe Carnival, Inc brand Facebook® page; (2) select the “Like” [Like this item] link to “Like” Sponsor’s page; and (3) submit his or her name, email address, date of birth and zip code. Each participant may only enter the Sweepstakes one (1) time. The information provided will automatically enroll the Participant in the Sponsor’s email program. Any participant who wishes to opt-out of the email program may do so at any time.

5. RANDOM DRAWING.

   a. WEEKLY WINNER. One (1) Weekly Winner will be selected at random from all eligible entries on July 30, 2012; August 6, 13, 20 and 27, 2012; and September 4, 2012, for a total of six (6) Weekly Winners. Only entrants who have submitted by 5:00 PM EDT on the day immediately prior to the respective drawing will be eligible to win. Sponsor is not responsible for any changes made to entrant’s Facebook® account information or contact information submitted for entry. Random selection will be made by representatives of the Sponsor. The odds of winning are
determined by the number of eligible entries received during the Sweepstakes Period. No assignment, transfer or cash equivalent of any prize is permitted. A Sponsor representative will notify the selected Weekly Winner of his/her selection via email at the email address provided upon Sweepstakes entry. Notification to the selected Weekly Winner will be made on the same date as the respective drawing, no later than 6:00 PM EDT. The selected Weekly Winner must provide his/her mailing address in a reply email to accept the prize offering. If the selected Weekly Winner does not accept the prize offering via email reply at or before 5:00 PM EDT on the next business day after notice of selection, the prize offering will expire and a new Weekly Winner will be selected at random from the remaining eligible entrants.

b. GRAND PRIZE WINNER. One (1) Grand Prize sweepstakes winner will be selected on September 5, 2012 from all eligible entries. Only entrants who have submitted by 5:00 PM EDT on September 4, 2012 will be eligible to win. Sponsor is not responsible for any changes made to entrant’s Facebook® account information or contact information submitted for entry. Random selection will be made by representatives of the Sponsor. The odds of winning are determined by the number of eligible entries received during the Sweepstakes Period. No assignment, transfer or cash equivalent of any prize is permitted. A Sponsor representative will notify the selected Grand Prize Winner of his/her selection via email at the email address provided upon Sweepstakes entry. Notification to the selected Grand Prize Winner will be made on September 5, 2012 no later than 6:00 PM EDT. The selected Grand Prize Winner must provide his/her mailing address in a reply email to accept the prize offering. If the selected Grand Prize Winner does not accept the prize offering via email reply at or before 5:00 PM EDT on the next business day after notice of selection, the prize offering will expire and a new Grand Prize Winner will be selected at random from the remaining eligible entrants.

6. PRIZE AND APPROXIMATE RETAIL VALUE (ARV) of Grand Prize: Jessica Jarrell shall perform a private concert for up to one hundred (100) guests in the Grand Prize Winner’s city of residence, if there is a Shoe Carnival store location in the Grand Prize Winner’s city of residence. If there is not a Shoe Carnival store location in the Grand Prize Winner’s city of residence, the concert will be held in the nearest city in which there is a Shoe Carnival store located. The concert must take place in a city where a Shoe Carnival store location is present. On the day of the concert, there will be a special meet and greet session for the Grand Prize Winner and his or her guests with Jessica Jarrell. The concert will take place on a date in October (to be determined) of 2012 between the hours of 5:00 PM and 10:00 PM EDT for a duration of not more than two (2) hours. Sponsor will not substitute or replace Jessica Jarrell with any other performer or cash equivalent for any reason to include, but not limited to, Jessica Jarrell’s failure to perform for any reason or no reason at all and/or Grand Prize Winner’s dissatisfaction with Jessica Jarrell or her performance. Estimated Retail Value of the appearance by Jessica Jarrell is $7,500. There shall not be a cash equivalent of the Grand Prize Concert, for any reason. In addition, the Grand Prize Winner will receive eight (8) Shoe Carnival Reward Cards, each valued at Twenty-Five and 00/100 Dollars ($25.00), for a total AVR of Two Hundred and 00/100 Dollars ($200.00). The Reward Cards are subject to terms and conditions associated with their use. The Reward Cards shall be nontransferable and shall not be redeemable for cash or credit at any time, nor will they be replaced if lost or stolen. Reward Cards may be redeemed at any Shoe Carnival, Inc. store location (not redeemable online). Reward Cards may be used toward the purchase of merchandise only. Reward Cards cannot be used towards the purchase of gift cards. Copies of cards will not be accepted. Merchandise purchased via the Reward Card must be picked up in the
respective store(s) of purchase – no merchandise will be mailed to the winner. Winner is solely responsible for all taxes.

7. **PRIZE AND APPROXIMATE RETAIL VALUE (ARV) of Weekly Prize**: Two (2) Shoe Carnival Reward Cards with an ARV of Fifty and 00/100 Dollars ($50.00) will be awarded to the Weekly Winner. The Reward Cards are subject to terms and conditions associated with their use. The Reward Cards shall be nontransferable and shall not be redeemable for cash or credit at any time, nor will they be replaced if lost or stolen. Reward Cards may be redeemed at any Shoe Carnival, Inc. store location (not redeemable online). Reward Cards may be used toward the purchase of merchandise only. Reward Cards cannot be used towards the purchase of gift cards. Copies of cards will not be accepted. Merchandise purchased via the Reward Card must be picked up in the respective store(s) of purchase – no merchandise will be mailed to the winner. Winner is solely responsible for all taxes.

8. **RELEASE.** By entering this Sweepstakes, entrant agrees to release and hold harmless the Sponsor and Facebook®, their subsidiaries, affiliates and each of their respective directors, officers, shareholders, employees, agents and representatives from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize.

9. **OTHER TERMS AND CONDITIONS.** All details and other restrictions regarding the Sweepstakes not specified in these Official Rules shall be determined by Sponsor in its sole discretion. These Official Rules shall prevail should there be any discrepancies with respect to any Sweepstakes promotional materials. If a prize notification or prize delivery is returned as undeliverable, the prize may be forfeited and an alternate winner may be selected. If any potential winner is found to be ineligible, fails to comply with these Official Rules or declines or fails to accept the prize offering by providing his/her mailing address in a reply email in the next business day window of opportunity to accept for any reason prior to award, he/she will be disqualified and an alternate winner may be randomly selected from among all remaining eligible entrants. The Sponsor may successively attempt to contact up to two (2) potential winners in accordance with such procedure, and if there is still no confirmed winner of a prize after such attempts have been made, if any, the prize may go unawarded.

10. **ADDITIONAL TERMS AND CONDITIONS.** By accepting the prize, the winner agrees that the Sponsor may use the winner’s name, picture/portrait likeness and/or voice, for advertising and promotional purposes in any media throughout the world, in perpetuity without additional compensation or consideration, unless prohibited by law. No correspondence will be acknowledged. The Sponsor shall not be liable for any prize notification that is lost or not received by the potential winner for any reason. Upon entry into the Sweepstakes, entrant agrees to comply with any and all applicable federal, state, and local laws, rules and regulations. By participants in the Sweepstakes and submitted an entry, entrant agrees that Sponsor has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. All entries become the sole property of the Sponsor and none will be returned. In the event of a dispute, entries made will be deemed made by the Authorized Facebook® Account Holder used to enter the Sweepstakes, provided that person meets each eligibility requirement contained herein. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the Authorized Facebook® Account Holder associated with the winning entry. If for any reason the Sweepstakes is not capable of running as planned, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. The Sponsor assumes no responsibility for any error, omission, interruption,
deletion, defect, delay in operation or transmission, communications line failure, or theft, destruction, unauthorized access to or alteration of entries. The Sponsor is not responsible for any problems or technical malfunction or any telephone network or lines, computer internet systems, servers, providers, computer equipment, software or failure of any email entry to be received by the Sponsor on account of technical problems or traffic congestion on the internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant’s or any other person’s computer related to or resulting from participation or downloading any material in the Sweepstakes. Further, Sponsor is absolved from any responsibility for the function or lack thereof of Facebook® and any message, wall post or any other utility thereof. The Sponsor is not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor is not responsible for any failure to perform by Jessica Jarrell, for any reason or no reason at all. Sponsor is not responsible for nor does it warrant the behavior, lyrics, style, presentation, professionalism, quality or any other aspect of Jessica Jarrell, her employees and/or affiliates, or her performance. Sponsor does not warrant or guarantee Grand Prize Winner’s satisfaction in any way with Jessica Jarrell or her performance. Sponsor will not substitute or replace Jessica Jarrell as a performer for any reason whatsoever. The Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Entry information becomes property of the Sponsor and is subject to the Sponsor’s privacy policy. For the name of the winner, send a self-addressed stamped envelope to: Shoe Carnival, Inc. “Jessica Jarrell Concert Sweepstakes” – Winner List, ATTN: Marketing Department, Shoe Carnival, Inc., 7500 East Columbia Street, Evansville, Indiana 47715.

11. DISPUTES. Entrant agrees that (a) any and all disputed, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Vanderburgh County, Indiana, USA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorney’s fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, unless otherwise provided by applicable law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant’s rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and constructed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

12. SPONSOR. This Sweepstakes is sponsored by Shoe Carnival, Inc., 7500 East Columbia Street, Evansville, Indiana 47715.

13. FACEBOOK®. Sponsor acknowledges that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook®. Participants understand that they are providing information to Sponsor and not to Facebook®. Any questions, comments or complaints regarding the promotion must be directed to Sponsor, not Facebook®.