

AllModern Refresh Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The AllModern Refresh Sweepstakes ("Promotion") begins on **April 1, 2023 at 12:00:01 AM Eastern Time ("ET") and ends at 11:59:59 PM ET on April 14, 2023 (the "Promotion Period")**. The computer clock of the Sponsor is the official time-keeping device in the Promotion.

EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AT LEAST 18 YEARS OF AGE AND THAT HE OR SHE HAS READ THESE OFFICIAL RULES AS WELL AS WAYFAIR'S TERMS OF USE AND IS FAMILIAR WITH AND AGREES TO THEIR CONTENTS. IF YOU ARE NOT AT LEAST 18 YEARS OF AGE AND DO NOT AGREE TO THESE OFFICIAL RULES AND WAYFAIR'S TERMS OF USE, DO NOT PARTICIPATE IN THIS PROMOTION.

ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States and the District of Columbia (excludes Guam, Puerto Rico and all other U.S. territories and possessions) who are 18 years of age or older at the time of Promotion registration, and who are signed up for AllModern promotional emails prior to and during the Promotion Period and on the date of the drawing. Employees, officers, and directors of Sponsor, and Sponsor's parent, affiliates, subsidiaries, and advertising, contest, fulfillment, and marketing agencies (collectively, with the Sponsor, the "Promotion Parties"), their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All applicable federal, state and local laws and regulations apply.

HOW TO ENTER: To enter the Promotion, you must click on the contest banner or entry button in the Sweepstakes Entry Email during the Promotion Period. There will be a total of five (5) Sweepstakes Entry Emails sent during the Promotion Period, and eligible entrants can enter only one (1) time per Sweepstakes Entry Email during the Promotional Period, for a total of five (5) entries per entrant email address.

BY ENTERING THE PROMOTION, YOU GRANT TO SPONSOR AN UNRESTRICTED, IRREVOCABLE, ROYALTY-FREE, PERPETUAL, FULLY PAID-UP, TRANSFERABLE, WORLDWIDE LICENSE TO USE ANY IMAGE(S), CONTENT, OR OTHER SUBMISSIONS IN ANY AND ALL MARKETING MATERIALS, ON SPONSOR'S WEBSITES, AND THROUGH ALL SOCIAL MEDIA CHANNELS. YOU REPRESENT AND WARRANT THAT SUBMISSIONS DO NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COPYRIGHTS AND TRADEMARK RIGHTS.

CRITERIA FOR WINNER SELECTION: A total of one (1) potential winner will be selected to claim one Prize (defined below) for the Promotion Period in an electronic, randomized drawing. The drawing for the potential winner will be held on April 17, 2023, following the conclusion of the Promotion Period. The drawing will be made from all eligible entries received during the Promotion Period. The drawing will be conducted by Sponsor, whose decisions are final and binding in all matters relating to the Promotion.

PRIZES: The Prize will consist of the following:

\$1,000 AllModern Gift Card which will be credited to the verified winner's AllModern account. Gift Cards are subject to the AllModern [Gift Card Terms and Conditions](#).

WINNER NOTIFICATION: The potential winner will receive a Prize notification including Prize claim information via email within forty-eight (48) hours after the drawing is completed, or as soon thereafter as reasonably practicable. Sponsor is not responsible for any change in an entrant's telephone number, mailing address, and/or email. The potential winner will have seven (7) calendar days from the time the Prize notification is sent to confirm that the notification has been received and confirm they have an active AllModern account in order to claim the Prize. A potential winner is subject to verification of eligibility, including verification of age. If a potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he or she will forfeit the Prize and, if time permits and at the Sponsor's sole discretion, another winner may be randomly selected as provided herein.

GENERAL PRIZE CONDITIONS: TO BE ELIGIBLE TO CLAIM THE PRIZE, THE POTENTIAL WINNER MUST HAVE AN ACTIVE ALLMODERN ACCOUNT. The Prize will only be awarded by Sponsor upon a potential winner's verification of eligibility (if requested by Sponsor), confirmation of their active AllModern account, and compliance with these Official Rules and final approval by Sponsor. No prize substitution, cash equivalent of the Prize, transfer or assignment of the Prize is permitted, except by Sponsor, which reserves the right to substitute the Prize with one of comparable or greater value in its sole discretion. The Prize is awarded "as is" with no warranty or guarantee, express or implied. All Prize details are at Sponsor's sole discretion. Any and all warranties and/or guarantees on a Prize (if any) and any products purchased with a Prize are subject to the respective manufacturers' terms therefore, and the winner agrees to look solely to such manufacturers for any such warranty and/or guarantee. An unclaimed Prize will not be awarded. All federal, state, local, and other taxes on a Prize and any other costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of the applicable winner. A 1099 tax form will be issued where required. Notwithstanding anything herein, a potential Prize winner may be required to complete and return an Affidavit of Eligibility and Liability/Publicity Release form within five (5) calendar days of attempted delivery of same. Non-compliance within this time period or return of any Prize or Prize notification as undeliverable may result in disqualification. All federal, state, municipal, provincial and local laws and regulations apply.

PUBLICITY RELEASE: Except where prohibited or restricted by law and notwithstanding the fact that the winner may be required to sign a separate Affidavit of Eligibility and Liability/Publicity Release, winner's acceptance of the Prize constitutes the winner's agreement and consent for Sponsor to use and/or publish the winner's full name, city and state of residence, Promotion entry, and/or statements made by winner regarding the Promotion or Sponsor, winner's voice, photographs and other likeness, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable or World Wide Web, without further limitation, restriction, compensation, notice, review or approval.

MISCELLANEOUS: Entrants who do not follow all of the instructions, provide the required information in their entry form or the like, or abide by these Official Rules or other instructions of Sponsor may be

disqualified. All Promotion entries become the property of Sponsor and will not be acknowledged or returned. Entries will be considered to be entered by the authorized account holder of the email address at time of entry.

PRIVACY: Personal information collected by Sponsor will be used for administration of the Promotion, for awarding of the Prize, and for potential research purposes. In addition, by entering, all entrants agree to Sponsor's use of their personal information as described in Sponsor's Privacy Policy at www.Allmodern.com/customerservice/general_info.php#privacy. Please refer to Sponsor's privacy policy for important information regarding the collection, use, and disclosure of personal information by Sponsor.

RELEASE: By participating in the Promotion, all entrants agree to release, discharge and hold harmless the Promotion Parties from any and all damages, whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse, or possession of any Prize (or activity related thereto). As a condition of entering the Promotion, entrants agree that (1) under no circumstances will an entrant be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental, consequential or any other damages, and any claims, judgments, or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (3) in no event will any entrant be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, ALL ENTRANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE PROMOTION PARTIES AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED ENTITIES AS WELL AS THE SUCCESSORS, ASSIGNS, AND LICENSEES OF EACH AND THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, CONTRACTORS AND REPRESENTATIVE OF EACH, FROM ANY AND ALL CLAIMS, EXPENSES, DAMAGES, (INCLUDING REASONABLE ATTORNEYS' FEES), OR LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS (INCLUDING, BUT NOT LIMITED TO, DEATH), AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF; A BREACH OR ALLEGATION WHICH IF TRUE WOULD CONSTITUTE A BREACH OF ANY OF ENTRANT'S REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS HEREIN; OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZE(S), OR ANY PRIZE-RELATED ACTIVITY. ENTRANTS WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DISCLAIMER: The Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the Prize from among all eligible, non-suspect entries received (i) as of the date of termination or modification, as applicable, using the judging procedure outlined above and (ii) in a random drawing if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any

problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, mobile equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mobile, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of entries, or in any other Promotion-related materials. The Promotion Parties may stop you from participating in this Promotion if you violate these Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant, winner or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than the Prize listed herein.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winner, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions, which might otherwise cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the Commonwealth of Massachusetts. Entrants and/or winner hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

WINNER'S LIST: Entrants are responsible for complying with these Official Rules. To receive the winner's list for a specific Promotion, send a self-addressed stamped envelope to: Wayfair.com Contest Winner List Request, c/o Wayfair LLC, 4 Copley Place, Floor 7, Boston, MA 02116. Please reference the dates of the Promotion Period and Prize with your request.

SPONSOR: Wayfair LLC, 4 Copley Place, Floor 7, Boston, MA 02116