

# WAYFAIR'S "DECK THE DOORS" CONTEST OFFICIAL RULES

## Wayfair's "Deck the Doors" Contest :: Official Rules

Date of Posting: November 10th, 2023

### 1. **DISCLAIMERS:**

NO PURCHASE IS NECESSARY. ANY PURCHASES YOU MAKE FROM WAYFAIR OR ANY WAYFAIR PARTNERS OR THEIR RESPECTIVE AFFILIATES WILL NOT IMPROVE YOUR CHANCES OF WINNING. All federal, state, local and municipal laws and regulations apply and the Contest is void where prohibited or restricted by law.

This Contest is in no way sponsored, endorsed or administered by, or associated or affiliated with, Instagram, or any other social media platform (collectively, "Social Media Platforms"), prize provider or organization not specifically named in these Official Rules. Entrants discharge and hold harmless any and all Social Media Platforms from any and all damages, whether direct or indirect, which may be due to or arise out of participation in the Contest or any portion thereof, or the acceptance, use/misuse, or possession of any Prize (or activity related thereto).

### 2. **SPONSOR AND CO-SPONSORS:**

The sponsor of the Contest is Wayfair LLC, a Delaware limited liability company having its principal place of business 4 Copley Place, Boston, MA 02116 ("Sponsor"). The Contest is further co-sponsored by National Tree, having its business address at 621 Claremont Avenue, P.O. Box 709, Ashland, OH 44805 ("Co-Sponsor").

3. **CONTEST ENTRY PERIOD:** The Contest begins at 9:00 AM EST on Friday, November 10, 2023 ("Start Date") and ends at 3:00 AM EST on December 18, 2023 ("End Date"); the period from the Start Date to the End Date is the "Contest Entry Period").

### 4. **ELIGIBILITY:**

The Contest is open only during the Contest Entry Period to residents of the 50 United States of America or the District of Columbia who are 18 years old or older at time of entry ("Entrants").

The following parties are ineligible for participation in the Contest: employees of Sponsor, National Tree its prize providers and licensors (if applicable), and affiliates

of each of the foregoing entities' or their authorized designees and other related entities, and any other individual or entity associated with the development, judging or administration of the Contest ("Ineligible Parties" or "Contest Entities"). To the extent an Ineligible Party is a natural person, then such Ineligible Parties' immediate families (spouses, children, siblings, parents), and members of the same household as the Ineligible Parties are also not eligible to participate in the Contest.

**5. HOW TO ENTER:** To enter, an eligible individual must:

Description of Contest: You must be a registered and active user of Instagram to enter. To participate in the Contest, you must follow the @Wayfair Instagram account from your participating Instagram account and upload at least one in-feed Instagram post that includes a visible snapshot of a doorway or entryway containing holiday, seasonal, or festive furnishings and décor, while also tagging @wayfair and applying the hashtags #deckthedoors and #WayfairContest. If you do not have an Instagram account and would like to do so, you can sign up here: <https://www.instagram.com/accounts/emailsignup/> . Multiple posts will not result in additional entries. Each such uploaded post with all necessary tags and hashtags is an "Entry."

Entries must be received by Sponsor or posted to Instagram with all required elements before the End Date. It is your responsibility to avoid late, incomplete, misdirected or otherwise unintelligible Entries. Sponsor is not responsible for, or liable for, any problems, bugs, service interruptions or malfunctions Entrants may encounter when submitting their entry. Incomplete, garbled, corrupted or otherwise illegible entries are void and will not be accepted.

Sponsor reserves the right to disqualify false or fraudulent entries or entries suspected of being false. If an Entrant is discovered to have tampered with the Contest or to have violated the Official Rules, Sponsor may disqualify such Entrants.

Sponsor is the official timekeeper for the Contest. All entry information and materials become the property of Sponsor and will not be acknowledged or returned. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Contest will be managed in accordance with the online privacy policy available at [www.wayfair.com](http://www.wayfair.com).

Wireless Internet access fees and other charges imposed by your wireless carrier are your sole responsibility. The Contest may not be compatible with all mobile devices; wireless Internet access service may not be available in all areas.

## **6. ENTRIES, CONTENT, ADVERTISING**

As between you and Sponsor, you will retain all of your ownership rights in and to your Entries. By submitting an Entry to this Contest, you hereby grant to Sponsor a

perpetual, worldwide, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable right and license to use, reproduce, distribute, edit, modify, adapt, translate, reformat, publish, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet, broadcast television or any other uses or media) your content embedded in your Entry, in whole or in part, including future rights that Sponsor (or its successor) may otherwise become entitled to that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed. You also hereby grant: (i) to Sponsor the right to use the name and social media user profile associated with your Entry, and (ii) to each user of Instagram and other Social Media Sites a non-exclusive license to access your Entry through the Social Media Sites and to use, access, watch, reproduce, distribute, transmit, forward, display and perform such Entry in whole or in part, to the extent permitted under these Terms.

Sponsor may display your the content from your Entry or create and display derivative works, including but not limited to advertisements, from your Entry on pages or mediums where your Entry may be viewed by you or others, and Sponsor may use your Entry or the created derivative works to advertise, market and promote Wayfair or the Sites.

**7. PRIZES:** Entrants, in accordance with the Winner Selection Criteria (defined herein) will be reviewed and three (3) Entrants will be eligible to receive prizes.

The Entrant selected as the first-place winner will receive a \$1,000.00 USD gift card to Sponsor's Wayfair.com website.

The Entrant selected as the second-place winner will receive a \$500.00 USD gift card to Sponsor's Wayfair.com website.

The Entrant selected as the third-place winner will receive a \$250.00 USD gift card to Sponsor's Wayfair.com website.

In no circumstances will more than the advertised number of prizes be awarded.

## **8. PRIZE DELIVERY.**

Prizes are only eligible for delivery to addresses in the United States. Sponsor will not offer cash alternatives or prize substitutions, although Sponsor reserves the right in its sole discretion to substitute prizes of comparable value for any reason.

## **9. TAX.**

THE WINNER IS RESPONSIBLE FOR REPORTING AND PAYING ANY AND ALL INCOME, SALES OR EXCISE TAXES THAT MAY APPLY TO ACCEPTING

PRIZES; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.

Winners of prizes valued at \$600 or more will be issued an IRS 1099 Tax Form reflecting the actual value of the prize; and, such winners agree to execute and return an IRS W9 Tax Form and otherwise fully cooperate with Sponsor in conjunction with reporting his/her receipt of such prize to the Internal Revenue Service as required by law.

#### **10. WINNER SELECTION.**

The winner will be determined by a three-person panel from the Sponsor social content team (the "Panel").

In selecting the winner(s), the Panel will take into consideration the eligible Entries collected during the Contest Entry Period based on the below criteria:

1. Visual impact
2. Creativity
3. Craftsmanship

Criteria 1, 2, and 3 will be evenly weighted by the Panel.

The winners will be announced on Instagram no later than December 22, 2023.

Subject to the terms and conditions of these Official Rules, all determinations made by the Panel in selecting the winners are final and binding.

#### **11. NOTICE TO WINNER.**

Potential winners will be notified by Sponsor, its agents, or the Panel, at Sponsor's discretion. Notice of the Contest outcome will be delivered to the Instagram social media account offered at entry. Attempts to contact the winner(s) will be made more than once but no more than a reasonable number of times. The failure of a winner to respond to such attempts to notify the winner of the Contest outcome within two (2) business days from the first notification will result in said winner forfeiting his or her prize. If delivery attempts fail to the winner, said winner forfeits his or her prize. In the case that a winner forfeits a prize under these Official Rules, Sponsor may proceed to an alternate winner. Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings, winners' failure to follow/like Sponsor's social media page, or for winners' provision of incorrect or otherwise non-functioning contact information.

#### **12. WINNER VERIFICATION.**

Sponsor will require that the winner(s) execute, as deemed necessary by Sponsor in its sole discretion, and return various documents, within the time period stipulated by the Sponsor. These required documents may include an Affidavit of Eligibility, a Liability Release, and if permitted by applicable law, a Publicity Release (as applicable, the "Prize Claim Terms"). If any potential winner (or such winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Terms within two (2) business days of prize notification (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. Failure to comply with this requirement may result in disqualification.

**13. ODDS.**

Many will enter, only three (3) Entrants will win during the Contest Eligibility Period. Actual odds of winning depend on the number of eligible entries received.

**14. MINORS.**

If a winner is under the age of majority in his or her jurisdiction of primary residence, a "minor," at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of winner, or the parent or legal guardian of winner will be required to ratify and sign the Prize Claim Terms.

**15. COMPUTER OR NON-HUMAN ENTRANTS.**

Computer or non-human entrants, or entries into this contest made by a non-human, shall not be honored or considered eligible Entries. Contest Entities shall not be responsible or liable for entries that are entered by anyone other than a human being. The Entries described under this section will be disqualified under these Official Rules. means in excess of the stated limit, or for entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these official rules, and all such entries will be disqualified.

**16. LIABILITY.**

CONTEST ENTITIES SHALL NOT BE LIABLE FOR ENTRIES THAT ARE LATE, FORGED, DESTROYED, LOST, MISPLACED, STOLEN, MISDIRECTED, TAMPERED WITH, INCOMPLETE, DELETED, DAMAGED, GARBLED, OR OTHERWISE NOT IN COMPLIANCE WITH THESE OFFICIAL RULES: ALL SUCH ENTRIES WILL BE DISQUALIFIED.

**17. INDEMNIFICATION.**

By entering the Contest, each Entrant indemnifies, releases and agrees to hold harmless Sponsor and its parents, subsidiaries, affiliates, owners, employees, partners

and any social media platform used in connection with the Contest from any liability whatsoever for any claims, costs, losses, or damages of any kind (including, but not limited to, consequential or punitive damages, those related to, personal injury, death, damage to property, infringement of proprietary rights, rights of publicity, or privacy or defamation, and attorney fees) arising out of or in connection with: (1) entering a Contest; (2) technological, programming, computer, network, electronic, social media platform malfunctions/errors/failures which corrupt or interfere with the intended conduct of any Contest, including but not limited to such malfunctions/errors/failures which result in lost, late, damaged, garbled, corrupted, incomplete, inaccessible or otherwise comprised entry submissions regardless of cause; (3) acceptance or use of any prize; or (4) any other act or omission arising out of or relating to the Contest.

### **18. PRIVACY.**

Personal information collected by Sponsor will be used for administration of the Contest, 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.wayfair.com/customerservice/general\\_info.php#privacy](http://www.wayfair.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.

### **19. PUBLICITY.**

To the extent a winner accepts a Prize under this Contest, such acceptance is express consent that the winner agrees and offers their permission for Sponsor to use winner's name, photograph, likeness, voice, social media profile and/or biographical information, address (city and state), and any other commentary or text provided by the winner for Sponsor's advertising or publicity purposes, worldwide, and in all forms of media now known or hereafter developed, in perpetuity, without further compensation or permission.

### **20. MODIFICATIONS; DISQUALIFICATIONS.**

Sponsor reserves the right to suspend or cancel the Contest or modify these Official Rules as necessary for any reason or as required by applicable law. Sponsor reserves the right, in its sole discretion, to disqualify from the Contest any person it believes to have intentionally violated these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, acting in bad faith, or to have tampered with any element of the Contest. Such disqualification may be made by Sponsor without notice to the disqualified or banned person.

Disqualification may further be made on the basis of the identification, or suspicion by Sponsor that an Entrant has: (i) tampered with the registration process, the operation of a Contest or a Sponsor web site; (ii) acted in an unsportsmanlike or disruptive manner,

or with the intent to annoy or harass another person; or (iii) is otherwise in violation of these Official Rules.

Entries generated by a script, macro, or other automated means and entry by any means which subvert the entry process will be void.

## **21. GOVERNING LAW; INTERPRETATION; VENUE.**

These Official Rules, including any questions regarding their construction, validity, interpretation and enforceability or the rights and obligations of entrants and Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of Massachusetts, without regard to any choice of law or conflict of laws rules or provisions. Any legal claims arising out of or relating to the Contest or these Official Rules must be brought in the federal or state courts located in Boston, Massachusetts.

## **22. WINNER INFORMATION.**

After the Contest End Date, you may obtain any legally-required winners list or a copy of these Official Rules by sending a self-addressed business-sized envelope, affixed with the proper postage to: Wayfair LLC, ATTN: Social Contest Team, 4 Copley Place, Suite 7000, Boston, MA 02116. Please specify “winners list” or “Official Rules” (as required) and the name of this Contest (i.e., “Deck the Doors”) in your written request, otherwise your incomplete request will be discarded.